



**WILLMAR CITY COUNCIL MEETING**

**MONDAY, APRIL 17, 2023 @ 6:30 PM**

**BOARD ROOM HEALTH AND HUMAN SERVICES BUILDING**

**2200 – 23rd STREET NE, WILLMAR MINNESOTA**

**ALSO AVAILABLE BY ELECTRONIC MEANS FOR REMOTE COUNCIL MEMBERS**

**AGENDA**

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Proposed Additions or Deletions to Agenda
5. Consent Items

Approve:

- A. City Council Minutes of April 3, 2023
- B. City Council Work Session Minutes of April 10, 2023
- C. Municipal Utilities Commission Minutes of April 10, 2023
- D. Planning Commission Minutes of March 15, 2023
- E. Accounts Payable Report, 03-29-23 Thru 04-11-23
- F. Consider Renewal of a Hanger Lease Agreement with the State of Minnesota
- G. Beverage and Vending Agreement with Viking Coca-Cola Bottling Company/Versa Vending
- H. Willmar High School Trap Team Lawful Gambling Application
- I. Consider A Resolution Authorizing Signers for Investment Documents

Information:

- J. Building Report March 2023
6. Approve Consent Agenda Items
7. Items Removed from Consent Agenda
8. Open Forum (Individuals Limited to Three (3) Minutes)
9. Public Hearing:
  - A. Public Hearing - Tevalon Rezone
10. Regular Business
  - A. Country Music Festival 2023
  - B. Motion to Approve Employee Policies reviewed/revised April 2023
  - C. Interim Finance Director

- D. Consider continued Professional Service with BKV Group
- E. 2023 Engineering Services Contract Amendment
- F. Award 2023 Street Improvement Projects and Adopt As-Bid Budgets
- G. Award Project No. 2308 Seal Coat
- H. Removing Inactive Planning Commissioners

11. "Community Pride" Announcements

12. Adjourn to Closed Session

- A. Closed Session Under MN Statute 13D.05 Subd.3 (Parcel ID 95-012-0050)
- B. Closed Session Under MN Statute 13D.05 Subd.3 (Parcel ID 33-875-0030)
- C. Closed Session Under MN Statute 13D.05 Subd.3 (Multiple Parcel IDs)

13. Adjourn

**WILLMAR CITY COUNCIL PROCEEDINGS**  
**BOARD ROOM**  
**HEALTH AND HUMAN SERVICES BUILDING**  
**WILLMAR MINNESOTA**  
**ALSO AVAILABLE BY ELECTRONIC MEANS FOR REMOTE COUNCIL MEMBERS**

April 3, 2023  
6:30 p.m.

The regular meeting of the Willmar City Council was called to order by Mayor Douglas Reese. Members present on a roll call were Mayor Douglas Reese, Council Members Justin Ask, Vicki Davis, Carl Shuldes, Michael O'Brien, Thomas Butterfield, Julie Asmus, and Rick Fagerlie. Present 8, Absent 1. Council Member Audrey Nelsen was excused from the meeting.

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Police Chief Jim Felt, Finance Director Steve Okins, Public Works Director Gary Manzer, Fire Chief Frank Hanson, Community Growth Director Pablo Obregon, City Clerk Judy Thompson, and City Attorney Robert Scott.

Additions to the agenda were: Council Member Ask asked that Fire Chief Hanson provide a report on the recent train derailment that occurred in Raymond.

Council Member Ask moved to approve the agenda, as amended. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

City Clerk Thompson reviewed the consent agenda.

- A. City Council Minutes - March 20, 2023
- B. City Council Work Session Minutes - March 14, 2023
- C. CCT Minutes - September 27, 2022
- D. CVB Board Minutes - January 27, 2023
- E. Municipal Utilities Commission Minutes - March 27, 2023
- F. Parks and Recreation Board Minutes - November 16, 2022
- G. Parks and Recreation Board Minutes - February 15, 2023
- H. Police Commission Minutes - February 6, 2023
- I. Accounts Payable Report, 03-15-23 Thru 03-28-23
- J. Municipal Owned Property On-Sale Liquor License Holder Permit –Spurs Corporation
- ~~K. Resolution No. 2023-058 Statutory Municipal Liability Coverage Limits – City Options~~
- L. Updated City Safety Equipment/ Gear Policy
- M. **Resolution No. 2023-057 Public Works Pickup Purchase Amendment**
- N. Police Commission Appointment-Lilbon Clark
- O. Airport Commission Appointment-David Frey

Council Member Ask offered a motion to approve the consent agenda. Council Member Ask asked that Item K. be removed for discussion. Council Member Fagerlie seconded the motion to approve the consent agenda, with the removal of Item K., which carried on a roll call vote of Ayes 7, Noes 0.

Mayor Reese thanked Mr. Clark and Mr. Frey for their willingness to serve on the Police Commission and Airport Commission, respectively.

Council Member Ask asked for clarification on the statutory liability limits. City Clerk Thompson provided the pertinent information. Council Member Ask then offered a motion to approve Item K. and introduced **Resolution No. 2023-058 Statutory Municipal Liability Coverage Limits**. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

There was no one present to speak during the Open Forum.

Contracted City Engineer Jared Voge presented a request to accept Project No. 2203-A and authorize final payment to OMG Midwest, Inc. dba Minnesota Paving & Materials in the amount of \$102,091.06. It was noted, this project was for the overlay of 19th Avenue SE and Lakeland Drive SE.

Following discussion, **Resolution No. 2023-059 Accepting Project No. 2203-A and Authorizing Final Payment** was introduced by Council Member Fagerlie. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Public Works Director Manzer presented a request to approve the Public Water Access Cooperative Agreement with the Department of Natural Resources and authorize signatures on the agreement. It was noted, this agreement is for public water access on City-owned land at Willmar Lake and Foot Lake access located at Robbins Island, and Foot Lake access at the fairgrounds.

Following discussion, **Resolution No. 2023-060 Authorization to Approve the Cooperative Agreement with the State of Minnesota Department of Natural Resources for Public Water Access** was introduced by Council Member Fagerlie. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

City Operations Director Box presented a request to introduce an ordinance to rezone property at 702 Litchfield Avenue SE (Tevalan property) from R2 (One and Two Family Residential) to GB (General Business), and set a public hearing for April 17, 2023.

Following discussion, Council Member Fagerlie offered a motion to **introduce an Ordinance to Rezone Property from R2(One and Two Family Residential) to GB (General Business)**, and set a public hearing for April 17, 2023 at 6:31 p.m. Council Member O'Brien seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Fire Chief Hanson presented a request to approve the purchase of a second set of firefighter turnout gear for each firefighter for the total purchase price of approximately \$137,865.60 not including shipping. It was noted American Rescue Plan Act (ARPA) funds will be used for the purchase.

Following discussion, **Resolution No. 2023-061 Authorization to Purchase a Second Set of Firefighter Turnout Gear for Each Firefighter** was introduced by Council Member Fagerlie. Council Member O'Brien seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

City Operations Director Box presented a request to allow staff to release a City of Willmar rebranding request for proposal. It was noted staff would like to request proposals from qualified consultants to research, create, develop, and help generate an implementation plan for a City branding initiative for the City of Willmar. The current logo, the red "W" was adopted as the official City logo in the 1990's, and has been used ever since.

Following discussion, Council Member Ask offered a motion to approve staff's request. Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

City Clerk Thompson presented the First Quarter 2023 donations received by the City.

**Resolution No. 2023-062 Acknowledgement of Donations** was introduced by Council Member Fagerlie. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Fire Chief Hanson presented a report on the recent train derailment that occurred in Raymond and thanked all personnel for the quick and efficient response.



Mayor Reese thanked Fire Chief Hanson and all personnel that assisted with the derailment.

At 7:19 p.m. upon motion by Council Member Ask and seconded by Council Member Fagerlie, the Council entered into closed session pursuant to Statute 13D.05, Subd. 3(c) to consider offers or counteroffers for the City's purchase or sale of real property and/or to determine the asking price for real property to be sold by the City.

At 8:09 p.m. Council returned to open session.

Council Member O'Brien offered a motion to adjourn the meeting, with Council Member Ask seconding the motion, which carried. The meeting adjourned at 8:09 p.m.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
SECRETARY TO THE COUNCIL

**RESOLUTION NO. 2023-057**

**A RESOLUTION APPROVING THE PURCHASE OF A 2024 CHEVROLET SILVERADO 2500 TRUCK  
IN THE AMOUNT OF \$57,425.**

Motion By: Ask

Second By: Fagerlie

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, to amend Resolution No. 2023-022 for the purchase of a 2024 Chevrolet Silverado 2500 truck to now be accepted from Marthaler Chevrolet of Glenwood, and be it further resolved the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$57,425.

Dated this 3<sup>rd</sup> day of April, 2023

/s/ Douglas Reese  
Mayor

Attest:

/s/ Judy Thompson  
City Clerk

**RESOLUTION NO. 2023-058**

**A RESOLUTION APPROVING STATUTORY MUNICIPAL LIABILITY COVERAGE LIMITS**

Motion By: Ask

Second By: Fagerlie

WHEREAS, cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust must decide whether or not to waive the statutory tort liability limits to the extent of coverage purchased; and

WHEREAS, the City Council has reviewed the various options for monetary limits on municipal tort liability; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the City does not waive the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.

Dated this 3<sup>rd</sup> day of April, 2023.

/s/ Douglas Reese  
MAYOR

Attest:

/s/ Judy Thompson  
CITY CLERK

#### RESOLUTION NO. 2023-059

#### A RESOLUTION ACCEPTING PROJECT NO. 2203-A AND AUTHORIZING FINAL PAYMENT.

Motion By: Fagerlie

Second By: Davis

IMPROVEMENT: Project No. 2203-A- 19<sup>th</sup> Avenue & Lakeland Drive Overlay

CONTRACTOR:	OMG Midwest, Inc. dba Minnesota Paving & Materials
DATE OF CONTRACT:	May 16, 2022
BEGIN WORK:	June 27, 2022
COMPLETE WORK:	September 12, 2022
APPROVE, ENGINEERING DEPT:	March 1, 2023

**BE IT RESOLVED** by the City Council of the City of Willmar, Minnesota, that:

1. The said City of Willmar Project No. 2203-A be herewith approved and accepted by the City of Willmar.
2. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	\$1,325,894.92
FINAL NET CONTRACT AMOUNT, PROPOSED:	\$1,325,894.92
CHANGE ORDER NO. 1	-\$79,793.72

ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	\$1,246,101.20
Less Previous Payments	\$1,144,010.14
<b>FINAL PAYMENT DUE CONTRACTOR:</b>	<b>\$102,091.06</b>

Dated this 3rd day of April, 2023

/s/ Douglas Reese  
Mayor

Attest:

/s/ Judy Thompson  
City Clerk

**RESOLUTION NO. 2023-060**

**AUTHORIZATION TO APPROVE THE COOPERATIVE AGREEMENT WITH THE STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES FOR PUBLIC WATER ACCESS.**

Motion By: Fagerlie Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the City Administrator be authorized to sign a Cooperative Agreement between the City of Willmar and the State of Minnesota Department of Natural Resources for public water access at Willmar Lake and Foot Lake.

Dated this 3<sup>rd</sup> day of April, 2023

/s/ Douglas Reese  
MAYOR

Attest:

/s/ Judy Thompson  
CITY CLERK

**RESOLUTION NO. 2023-061**

**AUTHORIZATION TO PURCHASE A SECOND SET OF FIREFIGHTER TURNOUT GEAR  
FOR EACH FIREFIGHTER**

Motion By: Fagerlie Second By: O'Brien

BE IT RESOLVED, by the City Council of the City of Willmar to approve the purchase of a second set of firefighter turnout gear for each firefighter for the total purchase price of approximately \$137,865.60 not including shipping.

BE IT FURTHER RESOLVED THAT, the City Council of the City of Willmar authorize the use of American Rescue Plan Act (ARPA) funds for the purchase of this firefighting gear.

Dated this 3<sup>rd</sup> day of April, 2023.

/s/ Douglas Reese  
MAYOR

ATTEST:

/s/ Judy Thompson  
CITY CLERK

**RESOLUTION NO. 2023-062 ACKNOWLEDGEMENT OF DONATIONS**

Motion By: Fagerlie

Second By: Davis

**WHEREAS**, the City of Willmar has received donations which have been acknowledged by the City Administrator expressing the community's appreciation for the period of January 1, 2023, thru March 31, 2023.

<b><u>Amount</u></b>	<b><u>From</u></b>	<b><u>For/Purpose</u></b>
\$500.00	TruJourney Advisors	Parks and Recreation, Intramural Basketball
\$500.00	Quality Title of Willmar, INC	Parks and Recreation, Intramural Basketball
\$150.00	Iron Warriors Motorcycle Club	Willmar Police Explorers
\$150.00	Iron Warriors Motorcycle Club	Willmar Fire Department
\$250.00	Marcus Construction	Parks and Recreation, Little Cardinals Rec Soccer

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Willmar, Minnesota that the City formally accept the donations as listed below:

Dated this 3<sup>rd</sup> day of April, 2023

/s/ Douglas Reese  
MAYOR

ATTEST:

/s/ Judy Thompson  
CITY CLERK

**WILLMAR CITY COUNCIL WORK SESSION**  
**MEETING ROOM**  
**WILLMAR CIVIC CENTER**  
**WILLMAR MINNESOTA**  
**ALSO AVAILABLE BY ELECTRONIC MEANS FOR REMOTE COUNCIL MEMBERS**

April 10, 2023  
6:30 p.m.

The Work Session of the Willmar City Council was called to order by Mayor Douglas Reese. Members present on a roll call were Mayor Douglas Reese, Council Members Audrey Nelsen, Vicki Davis, Carl Shuldes, Julie Asmus, and Rick Fagerlie. Present 6, Absent 3. Council Members Michael O'Brien, and Thomas Butterfield were excused from the meeting. Council Member Justin Ask arrived at 6:39 p.m.

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Finance Director Steve Okins, Public Works Director Gary Manzer, Planning and Development Services Director Justice Walker, Community Growth Director Pablo Obregon, Human Resources Director LuAnn Sietsema, City Clerk Judy Thompson, and City Attorney Robert Scott.

City Attorney Scott presented the Council Orientation which included the following topics: 1) Council Member Role and Duties; 2) Open Meeting Law; 3) Government Records and Data; and, 4) Conflict of Interest.

City Attorney Scott presented a review of the special assessment policy which was amended in 2022, and highlighted the various changes which were made.

A lengthy discussion was held regarding the various changes, and particularly the method of assessing corner residential lots. Consensus of the Council was for staff to view other city's assessment policies and perhaps present other options to the Council for consideration.

At 7:57 p.m. upon motion by Council Member Davis and seconded by Council Member Shuldes, the Council entered into closed session pursuant to Statute 13D.05, Subd. 3(c) to consider offers or counteroffers for the City's purchase or sale of real property and/or to determine the asking price for real property to be sold by the City.

At 8:57 p.m. Council returned to open session.

At 8:58 p.m. upon motion by Council Member Davis and seconded by Council Member Shuldes, the Council entered into closed session pursuant to Statute 13D.03.

At 9:11 p.m. Council returned to open session.

The work session adjourned at 9:12 p.m.

**WILLMAR MUNICIPAL UTILITIES COMMISSION**  
**MEETING MINUTES – APRIL 10, 2023**  
**11:45 AM – WMU AUDITORIUM**

The Municipal Utilities Commission (MUC) met in its regular scheduled meeting on Monday, April 10, 2023, at 11:45 am in the WMU Auditorium with the following Commissioners present: Shawn Mueske, Dave Baumgart, Carol Laumer, John Kennedy, Patricia Elizondo, and Terrill Sieck. Absent was Commissioner Bruce DeBlieck.

Others present at the meeting were: General Manager John Harren, Director of Administration Janell Johnson, Finance & Office Services Supervisor Andrea Prekker, Facilities & Maintenance Supervisor Kevin Marti, Information Systems Coordinator Mike Sangren, Executive Secretary Beth Mattheisen, City Councilman Michael O'Brien, City Attorney Robert Scott (via teleconference), and WC Tribune Journalist Jennifer Kotila.

The meeting opened by reciting the Pledge of Allegiance. Commission Vice President Mueske continued by asking if any revisions were needed to the presented agenda. There being none, a resolution to approve the consent agenda was requested. Following review and discussion, Commissioner Laumer offered a resolution to approve the consent agenda as presented. Commissioner Baumgart seconded.

**RESOLUTION NO. 14**

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the consent agenda be approved as presented which includes:

- ❖ Minutes from the March 27, 2023, Commission meeting; and,
- ❖ Bills represented by vouchers No. 20230404 to No. 20230461 and associated wire transfers inclusive in the amount of \$966,069.45.

Dated this 10<sup>th</sup> day of April, 2023.

\_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Secretary

The foregoing resolution was adopted by a vote of six ayes and zero nays.

Commissioner Baumgart (LC Chair) reviewed with the Commission the minutes from the March 28<sup>th</sup> WMU Labor Committee meeting (see attached). Following review, Commissioner Baumgart offered a motion to approve the minutes of the March 28<sup>th</sup> WMU Labor Committee meeting as presented. Commissioner Kennedy seconded the motion which carried by a vote of six ayes and zero nays.

Finance & Office Services Supervisor Prekker reviewed with the Commission the February 2023 Financial Reports along with a recap of the February 28, 2023 Investment Portfolio, and February 2023 Cost of Power Report. The data presented included analyses of the Electric, Water, and Combined Divisions. Information contained in the reports reflects operating revenues & expenses, operating income, and retained earnings. Graphs depicting the 2022/2023 monthly year-to-date revenues, expenses, and retained earnings were also included with the financial data.

Facilities & Maintenance Supervisor Marti presented the Commission with the March 2023 Wind Turbine Report. Due to the current breaker failures on both turbines, there was no production for either unit for the month. Therefore, the 2023 total production through March remains at 326,050 kilowatt hours. Marti stated delivery of the new breakers continues to be a significant issue, but staff anticipates delivery in the next few weeks. In the interim, two breakers have been rebuilt to temporarily support the operations of the two units.

General Manager Harren informed the Commission of a recent fee/charge waiver request received from the area National Guard. The Guard requested assistance by the WMU Line Dept. to help restring the flagpole rope located at the Armory. The total cost associated with the task is in the amount of \$325.00 (includes labor and equipment). Per WMU Policy, all fee waiver requests require Commission approval. Following review, Commissioner Laumer offered a motion to approve the fee/charge waiver request in the amount of \$325.00 for the restringing of the flagpole rope at the National Guard Armory. Commissioner Sieck seconded the motion which carried by a vote of six ayes and zero nays.

General Manager Harren recapped for the Commission two weekly updates provided by Jacobson Law Group on their continued legislative efforts to secure financial assistance for the NE Water Treatment Plant Project (March 24<sup>th</sup> and April 6<sup>th</sup>).

General Manager Harren informed the Commission that meetings of both the WMU Labor and Planning Committees will also be forthcoming. Tentative future Labor Committee agenda item(s) will include union negotiations. Tentative future Planning Committee agenda items will include generation, new building, water treatment plant funding, and SunRay Water System.

For information: Upcoming 2023 events to note include:

- MRES Annual Meeting: May 10-11 (Sioux Falls, SD)
- APPA National Conference: June 18-21 (Seattle, WA)
- MMUA Summer Conference: August 21-23 (Duluth)

There being no further business to come before the Commission, Commissioner Mueske offered a motion to adjourn. Commissioner Baumgart seconded the motion which carried by a vote of six ayes and zero nays, and the meeting was adjourned at 12:05 pm.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

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Beth Mattheisen  
Executive Secretary

ATTEST:

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Dave Baumgart, Secretary



**WILLMAR MUNICIPAL UTILITIES  
MUC Labor Committee Meeting Minutes  
Tuesday, March 28, 2023  
12:00 pm (WMU Conference Room)**

Attendees: Commissioners Dave Baumgart, John Kennedy & Patricia Elizondo, General Manager John Harren, Director of Administration Janell Johnson, Facilities & Maintenance Supervisor Kevin Marti, and Executive Secretary Beth Mattheisen.

Commissioner Baumgart (2022 LC Chair) called the meeting to order at 12:00 pm. The first order of business was to establish the 2023 Chair and Vice Chair positions for the WMU Labor Committee. Commissioner Kennedy nominated Commissioner Baumgart to serve as Chair for the Labor Committee for 2023. Commissioner Elizondo seconded the motion which carried by vote of three ayes and zero nays. Commissioner Kennedy next nominated Commissioner Elizondo to serve as Vice Chair for the Labor Committee for 2023. Commissioner Baumgart seconded the motion which carried by vote of three ayes and zero nays.

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**1) Sale of WMU Property:**

Facilities & Maintenance Supv. Marti presented the Labor Committee with background information on WMU-owned property located at 810 Litchfield Ave SW (formerly Gerry's Liquor/Taco John's). The main/ground level of this property is currently leased by a commercial business with four 2-bedroom apartment rentals occupying the upper level. In the past, the main floor tenant has expressed their interest in purchasing the property. Marti stated that a property appraisal had been completed in January 2023. Along with the appraisal, confidential information regarding the property was shared with the Committee (i.e. WMU investment, income data). After vetting various options for the property, it was determined that it was in the best interest of the Utility to proceed with selling the property (4 parcels). The process and timelines to execute the sale were reviewed.

A recommendation and method of reaching a satisfactory fair-market value based on 2020-2022 data was presented. It was further noted that per Municipal Code Section 4.02, WMU would appear before the City Planning Commission and Council for approval to conduct the sale. It was also noted that WMU will request input from City Attorney Robert Scott to ensure the current renters' rights are protected within a future purchase agreement.

Following discussion by the Labor Committee, the current business tenant will be presented an option to purchase the entire property for a pre-determined amount (confidential). If, however, the tenant does not meet the threshold amount required, the property would then be sold via public sale.

**Recommendation:**

It was a consensus of the Labor Committee to negotiate with the current tenant on the sale of the WMU-owned property to achieve a fair market value for the four-parcel property. The recommendation will be presented to the Commission for approval at the April 10<sup>th</sup> MUC meeting. The sale would be contingent on approval by the City Planning Commission/City Council.

**2) Update of land purchase for new WMU facility:**

Facilities & Maintenance Supv. Marti opened discussion with the Committee on the process to acquire property for a new WMU facility. Marti provided background information and criteria that assisted in identifying the most desirable property options that would meet the requirements of a future WMU facility site. Following vetting of the sites, the first-choice priority was established. This top selection is state-owned property. The process and timelines for selling a state-owned property were presented.



As a reminder, this was the first-choice site selected by the Commission. It is recommended that this property remains our top priority with Staff recommending that we proceed with this option even though it could be a lengthier process than privately-owned properties.

After reviewing options and timelines, the Committee concurrent with the recommendation to pursue the state-owned property as previously established and move forward with the process.

**Recommendation:**

It was a consensus of the Labor Committee to recommend proceeding with the process to acquire the state-owned property identified as the preferred site location for the new WMU facility. This recommendation will be presented to the Commission for approval at the April 10<sup>th</sup> MUC meeting.

Following discussion, the Labor Committee agreed to temporarily postpone the process to acquire the state-owned property until May 15, 2023, as requested by the City. (This will allow additional time for the City to establish the criteria needed for their own facility.)

**3) Termination of Sprint Site Lease Agreement:**

General Manager Harren informed the Committee that a Termination of Occupancy Notice of Site Lease Agreement between Willmar Municipal Utilities and Sprint Spectrum Realty Company had been received. The removal of its equipment and vacating of the property (Willmar Avenue Water Tower) will be completed on or around June 30, 2023.

(This was for information only with no action required.)

**4) Adjournment:**

There being no further business to come before the WMU Labor Committee, Commissioner Baumgart offered a motion to adjourn. Commissioner Kennedy seconded the motion which carried, and the meeting was adjourned by a vote of three ayes and zero nays at 1:11 pm.



## City of Willmar

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### City Council Action Request

<b>Council Meeting Date:</b>	April 17, 2023	<b>Agenda Item Number:</b>	5.D.
<b>Agenda Section:</b>	Consent Items	<b>Originating Department:</b>	Planning and Development
<b>Resolution:</b>	No	<b>Prepared By:</b>	
<b>Ordinance:</b>	No	<b>Presented By:</b>	
<b>Item:</b>	Planning Commission Minutes of March 15, 2023		

**RECOMMENDED ACTION:**

**OVERVIEW:**

**BUDGETARY/FISCAL ISSUES:**

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. 03-15-2023 Minutes

**WILLMAR PLANNING COMMISSION**  
**WEDNESDAY, MARCH 15<sup>th</sup>, 2023**  
**333 6<sup>TH</sup> STREET SW, CONFERENCE ROOM 1**  
**MINUTES**

1. The Willmar Planning Commission met on Wednesday, March 15<sup>th</sup>, 2023 at 6:30pm at the City Hall

**Member Present:** Chair Jonathan Marchand, Yvon Fils-Aime, Steve Dresler, Stacy Holwerda, and Christopher Buzzeo.

**Members Absent:** Stephanie Carlson, Kelsey Vosika and Jasmine Miller.

**Others Present:** Director Justice Walker, City Planner Guilherme Motta.

2. Chair Marchand called for order at 6:33pm. He started with the review of minutes from March 1<sup>st</sup>. Commissioner Holwerda motioned to approve, and Commissioner Fils-Aime seconded. All members present voted aye to approve. The motion was approved.

**3. MISCELLANY:**

Director Walker introduced the proposal to change the zoning ordinance, creating a new zoning called GB-2, according to the map shown to the commissioners. A draft of the proposed change was presented to the commissioners with a table of uses. Staff emphasized the purpose of this change would be to clean up General Business district to emphasize large box retail south of Willmar Ave.

Director Walker introduced the proposal to allow Bee Keeping in the city. A draft of the proposed ordinance was presented to the commissioners. They had some questions about people who may be allergic, a buffer from common public spaces, establishing grounds for denial, and looking for a threshold that prevent honey processing and commercial sales and traffic. It was decided that a new draft would be presented for further consideration.

Director Walker introduced the proposal to for an ordinance to allow birds. A draft of the proposed ordinance was presented to the commissioners. They asked about the number and type of fowls that would be permitted. Director Walker clarified that the limit would be no more than 12 fowls, chickens, ducks or quails. Commissioner Dresler asked about waste management and that these issues should be clarified by the sanitary department. It was decided that a new draft would be presented for further consideration.

Director Walker introduced the proposal to change the zoning ordinance, Section Section 4, parking minimum. A draft of the proposed change was presented to the commissioners.

**4. ADJOURN**

Commissioner Dresler motioned to adjourn at 7:20. Seconded by Commissioner Fils-Aime The motion carried. With no further business, the meeting was adjourned.

Minutes presented by City Planner Guilherme Motta



### City Council Action Request

<b>Council Meeting Date:</b>	April 17, 2023	<b>Agenda Item Number:</b>	5.E.
<b>Agenda Section:</b>	Consent Items	<b>Originating Department:</b>	Finance
<b>Resolution:</b>	No	<b>Prepared By:</b>	STEVEN OKINS, Finance Director
<b>Ordinance:</b>	No	<b>Presented By:</b>	Judy Thompson, City Clerk
<b>Item:</b>	Accounts Payable Report, 03-29-23 Thru 04-11-23		

**RECOMMENDED ACTION:**

Review and Approve Accounts Payable Listing.

**OVERVIEW:**

Departmental submission of Invoices to be included on the Accounts Payable Listing.

**BUDGETARY/FISCAL ISSUES:**

Reduction of Departmental Budgets by amounts approved.

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. Vendor Pymt History Report 03-29-23 thru 04-11-23

Report Selection:

Optional Report Title.....INCLUDES ONLY POSTED TRANS

INCLUSIONS:

Fund & Account.	thru
Check.. Date.....	03/29/2023 thru 04/11/2023
Source Codes.....	thru
Journal Entry Dates.....	thru
Journal Entry Ids.....	thru
Check.. Number.....	thru
Project.....	thru
Vendor.....	thru
Invoice.....	thru
Purchase Order.....	thru
Bank.....	thru
Payment Method...	
Totals Only?.....	N
1099 Vendors Only?.....	
Lower Dollars Limit.....	
Create Excel file & Download	N

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01		MNWIPRT01	Y	S	6	066	10			

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
ACCESS LIFTS				003111											
	67943	04/11/23	WHL CHAIR LIFT MTC	AGRM	968.00		M4103SA-9		D	-				MTCE. OF STRUCTU	101.45433.0335
ACCESSORIES 4 TRUCKS UNL				000329											
	67944	04/11/23	STROBE LGHT INSTALL-PRTS		106.48		061025		D	-				MTCE. OF OTHER I	651.48484.0226
	67944	04/11/23	STROBE LGHT INSTALL-LBR		450.00		061025		D	-				MTCE. OF OTHER I	651.48484.0336
					556.48	*CHECK	TOTAL								
				VENDOR TOTAL	556.48										
ACE ROLLOFFS & DISPOSAL				003696											
	67945	04/11/23	GARBAGE SERVICE-APRIL		846.00		200/04-23		D	N	01			CLEANING AND WAS	101.43425.0338
	67945	04/11/23	GARBAGE SERVICE-APRIL		352.50		213/04-23		D	N	01			CLEANING AND WAS	101.43425.0338
	67945	04/11/23	GARBAGE SERVICE-APRIL		47.30		231/04-23		D	N	01			CLEANING AND WAS	101.43425.0338
	67945	04/11/23	GARBAGE SERVICE-APRIL		100.60		233/04-23		D	N	01			CLEANING AND WAS	101.45435.0228
	67945	04/11/23	GARBAGE SERVICE-APRIL		312.88		234/04-23		D	N	01			CLEANING AND WAS	101.45433.0228
	67945	04/11/23	GARBAGE SERVICE-APRIL		106.72		237/04-23		D	N	01			CLEANING AND WAS	101.42412.0338
	67945	04/11/23	GARBAGE SERVICE-APRIL		262.20		238/04-23		D	N	01			CLEANING AND WAS	101.41408.0338
	67945	04/11/23	GARBAGE SERVICE-APRIL		410.35		239/04-23		D	N	01			CLEANING AND WAS	101.43425.0338
	67945	04/11/23	GARBAGE SERVICE-APRIL		49.31		240/04-23		D	N	01			CLEANING AND WAS	651.48484.0228
	67945	04/11/23	GARBAGE SERVICE-APRIL		424.66		241/04-23		D	N	01			CLEANING AND WAS	651.48484.0228
					2,912.52	*CHECK	TOTAL								
				VENDOR TOTAL	2,912.52										
AFLAC				003800											
	67941	04/06/23	SHORT TERM DSBLTY-MAR		373.26		3-2023		D	-				INS. PASS THROUG	101.41428.0819
	67941	04/06/23	CANCER INS-MAR		245.88		3-2023		D	-				INS. PASS THROUG	101.41428.0819
	67941	04/06/23	ACCIDENT INS-MAR		31.08		3-2023		D	-				INS. PASS THROUG	101.41428.0819
					650.22	*CHECK	TOTAL								
				VENDOR TOTAL	650.22										
AMAZON CAPITAL SERVICES				003557											
	67946	04/11/23	IPHONE CHARGER&CASE		76.97		1KV6-G44Q-FG1X		D	-				SMALL TOOLS	101.41409.0221
	67946	04/11/23	USB DONGLE		58.72		1TJW-PG9V-71DK		D	-				SMALL TOOLS	101.41409.0221
	67946	04/11/23	MOUNTS		79.66		1TJW-PG9V-71DK		D	-				MTCE. OF STRUCTU	101.41409.0225
	67946	04/11/23	WRAC BATTERIES		39.47		13DP-T4XX-JRC3		D	-				SMALL TOOLS	101.45001.0221
	67946	04/11/23	PRIME MEMEBERHSIP		499.00		17CT-F1W7-DTWR		D	-				SUBSCRIPTIONS AN	101.41409.0443
					753.82	*CHECK	TOTAL								
				VENDOR TOTAL	753.82										
AMERICAN DOOR WORKS				000825											
	67947	04/11/23	GARAGE DOOR REPAIR-PARTS		294.60		006861		D	-				MTCE. OF EQUIPME	101.45433.0224
	67947	04/11/23	GARAGE DOOR REPAIR-LABOR		330.00		006861		D	-				MTCE. OF EQUIPME	101.45433.0334
	67947	04/11/23	GARAGE DOOR MOTOR RPR-	1,045.00			0262751-IN		D	-				MTCE. OF STRUCTU	101.45433.0225
	67947	04/11/23	GARAGE DOOR MOTOR RPR-L	350.00			0262751-IN		D	-				MTCE. OF STRUCTU	101.45433.0335
					2,019.60	*CHECK	TOTAL								
				VENDOR TOTAL	2,019.60										
AMERICAN WELDING & GAS I				000057											
	67948	04/11/23	FIRE EXT. INSPECTION		552.02		09176432		D	-				MTCE. OF EQUIPME	101.45433.0224

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
AMERICAN WELDING & GAS I		000057													
	67948	04/11/23		CYLINDER RENTAL	82.80		09226194		D	-				RENTS	101.43425.0440
					634.82	*CHECK	TOTAL								
				VENDOR TOTAL	634.82										
ANDERSON/ALEXANDER		003265													
	67949	04/11/23		ROPE TRAINING	82.00		040323		D	-				TRAVEL-CONF.-SCH	101.42411.0333
ANTHEM SPORTS, LLC		003822													
	67950	04/11/23		FOUL POLES	2,439.24		360347		D	-				MTCE. OF EQUIPME	101.45432.0224
	67950	04/11/23		FOUL POLES	2,000.00		360347		D	-				FURNITURE AND EQ	450.45432.0552
					4,439.24	*CHECK	TOTAL								
				VENDOR TOTAL	4,439.24										
ASPEN MILLS		003008													
	67951	04/11/23		SMEBY-PANTS	69.36		310954		D	-				SUBSISTENCE OF P	101.42411.0227
	67951	04/11/23		RIVERA&RESENDEZ UNIFORM	409.89		311092		D	-				SUBSISTENCE OF P	101.42412.0227
					479.25	*CHECK	TOTAL								
				VENDOR TOTAL	479.25										
AT&T MOBILITY		000075													
	67952	04/11/23		PHONE SERVICE-MARCH	1,177.71		04032023		D	-				COMMUNICATIONS	101.41409.0330
ATWATER FORD INC		000073													
	67953	04/11/23		CAR 2-CONVERTER REPLACE	355.22		89569		D	-				MTCE. OF EQUIPME	101.42411.0334
AVENTU INSIGHTS & ANALYTI		000131													
	67954	04/11/23		AS400 HOSTING-MARCH	2,869.18		INVB-043585		D	-				SUBSCRIPTIONS AN	101.41409.0443
AXON ENTERPRISE INC		002266													
	67955	04/11/23		TASER TRNG CARTRIDGES	1,890.00		INUS145434		D	-				GENERAL SUPPLIES	101.42411.0229
BACKES TECHNOLOGY SERVIC		000087													
	67956	04/11/23		PHONE SERVICE-MARCH	184.57		20860		D	-				COMMUNICATIONS	101.45432.0330
BENSON LAUNDRY		003377													
	67957	04/11/23		CLEANING SUPPLIES	57.54		383553		D	-				CLEANING AND WAS	101.45433.0228
	67957	04/11/23		CLEANING SUPPLIES	57.54		384215		D	-				CLEANING AND WAS	101.45433.0228
	67957	04/11/23		CLEANING SUPPLIES	57.54		384884		D	-				CLEANING AND WAS	101.45433.0228
	67957	04/11/23		CLEANING SUPPLIES	57.54		385537		D	-				CLEANING AND WAS	101.45433.0228
	67957	04/11/23		CLEANING SUPPLIES	57.54		386213		D	-				CLEANING AND WAS	101.45433.0228
					287.70	*CHECK	TOTAL								
				VENDOR TOTAL	287.70										
BERGANKDV		003702													
	67958	04/11/23		TYLER IMPLEMENT. ASSIST	600.00		1188247		D	-				PROFESSIONAL SER	219.41409.0446
BOARMAN KROOS PFISTER		001126													
	67959	04/11/23		PROFESSIONAL SERVICES	7,047.53		61230		D	-				PROFESSIONAL SER	101.41408.0446

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BOLTON & MENK INC				001010											
	67960	04/11/23	13TH ST SW/GRACE AVE	111,905.00			0308817		D	-				PROFESSIONAL SER	423.48452.0446
	67960	04/11/23	REIMBURSABLE EXPENSE	1,498.71			0308817		D	-				PROFESSIONAL SER	423.48452.0446
	67960	04/11/23	PROF SERV 02/04-03/03/23	782.00			0308844		D	-				PROFESSIONAL SER	101.43417.0446
	67960	04/11/23	2023 SEALCOAT IMPROV	840.00			0308855		D	-				PROFESSIONAL SER	101.43417.0446
	67960	04/11/23	23RD ST SE AREA IMPRO	28,995.50			0308856		D	-				PROFESSIONAL SER	423.48453.0446
	67960	04/11/23	AUGUSTA AVE SW&IRENE	26,267.50			0308857		D	-				PROFESSIONAL SER	423.48455.0446
	67960	04/11/23	BLOCK 22 PARKING&SUNR	21,492.50			0308858		D	-				PROFESSIONAL SER	423.48454.0446
	67960	04/11/23	GORTON AVE NW IMPROV	135,013.50			0308859		D	-				PROFESSIONAL SER	423.48452.0446
	67960	04/11/23	REIMBUSABLE EXPENSE	82.50			0308859		D	-				PROFESSIONAL SER	423.48452.0446
	67960	04/11/23	HWY 12 LIFT STATION	1,326.00			0308860		D	-				PROFESSIONAL SER	651.48485.0446
	67960	04/11/23	PROF SERV 02/04-03/03/	6,365.00			0308861		D	-				PROFESSIONAL SER	101.43417.0446
	67960	04/11/23	STORMWATER MGMT PLAN	624.00			0308862		D	-				PROFESSIONAL SER	420.45505.0446
				335,192.21		*CHECK	TOTAL								
			VENDOR TOTAL	335,192.21											
BRECZINSKI/BRENT				003820											
	67961	04/11/23	TRAINING	67.00			040423		D	-				TRAVEL-CONF.-SCH	101.42412.0333
BULLET PROOF MECHANICAL				003181											
	67962	04/11/23	SHOP HEATERS	352.00			9276		D	-				MTCE. OF STRUCTU	101.43425.0225
CARRANZA/NOE				002547											
	67963	04/11/23	INTERP REQUEST CANCELLED	70.00			21		D	N	01			PROFESSIONAL SER	101.42411.0446
	67963	04/11/23	INTERVIEW 02/27/23	70.00			22		D	N	01			PROFESSIONAL SER	101.42411.0446
	67963	04/11/23	INTERVIEW 02/27/23	70.00			23		D	N	01			PROFESSIONAL SER	101.42411.0446
	67963	04/11/23	INTERVIEW 02/27/23	350.00			24		D	N	01			PROFESSIONAL SER	101.42411.0446
				560.00		*CHECK	TOTAL								
			VENDOR TOTAL	560.00											
CENTRAL LAKES				.03267											
	67964	04/11/23	WPD CRITICAL INCIDENT	420.00			032823		D	-				SUBSISTENCE OF P	101.42411.0337
CHAMBERLAIN OIL CO				000154											
	67965	04/11/23	SCREW PUMP GREASE	990.96			428699-00		D	N	01			MOTOR FUELS AND	651.48484.0222
	67965	04/11/23	SCREW PUMP GREASE	127.50			430180-00		D	-				MOTOR FUELS AND	651.48484.0222
				1,118.46		*CHECK	TOTAL								
			VENDOR TOTAL	1,118.46											
CHAPPELL CENTRAL INC				000156											
	67966	04/11/23	ROOF TOP UNIT RPR-PARTS	142.74			SVC-109811		D	-				MTCE. OF EQUIPME	101.45435.0224
	67966	04/11/23	ROOF TOP UNIT RPR-LABOR	371.25			SVC-109811		D	-				MTCE. OF EQUIPME	101.45435.0224
				513.99		*CHECK	TOTAL								
			VENDOR TOTAL	513.99											
CHARTER COMMUNICATIONS				000736											
	67967	04/11/23	PHONE SERVICE-FEB	1,997.88			0009126032223		D	-				COMMUNICATIONS	101.41409.0330
	67967	04/11/23	PHONE SERVICE-MARCH	1,948.34			0009126032223		D	-				COMMUNICATIONS	101.41409.0330
				3,946.22		*CHECK	TOTAL								
			VENDOR TOTAL	3,946.22											



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CHRISTIANSON/JASON .03265		67968	04/11/23	DJ-DADDY DAUGHTER EVENT	200.00		032723		D	-				PROFESSIONAL SER	101.45435.0446
CLARKE MOSQUITO CONTROL 002157		67969	04/11/23	MOSQUITO CONTROL	11,495.00		5103790		D	-				GENERAL SUPPLIES	101.43425.0229
CODE 4 SERVICES INC 002984		67970	04/11/23	INTSLN COMM EQUIP 23-P	1,305.93		8155		D	-				MTCE. OF EQUIPME	101.42411.0224
		67970	04/11/23	INTSLN COMM EQUIP 23-L	3,610.00		8155		D	-				MTCE. OF EQUIPME	101.42411.0334
		67970	04/11/23	TEARDOWN-OLD SQAUD 4 PRT	74.10		8197		D	-				MTCE. OF EQUIPME	101.42411.0224
		67970	04/11/23	TEARDOWN-OLD SQAUD 4 LBR	617.50		8197		D	-				MTCE. OF EQUIPME	101.42411.0334
		67970	04/11/23	EQUIPMENT REPAIR	100.00		8235		D	-				MTCE. OF EQUIPME	101.42412.0224
					5,707.53	*CHECK	TOTAL								
				VENDOR TOTAL	5,707.53										
COORDINATED BUSINESS SYS 003677		67971	04/11/23	PRINT/PAGE COUNT	74.58		INV288497		D	-				SUBSCRIPTIONS AN	101.41409.0443
CROW CHEMICAL & LIGHTING 000186		67972	04/11/23	CLEANING SUPPLIES	152.15		123739		D	-				CLEANING AND WAS	101.43425.0228
		67972	04/11/23	CLEANING SUPPLIES	130.50		123808		D	-				GENERAL SUPPLIES	101.43425.0229
		67972	04/11/23	CLEANING SUPPLIES	251.50		123880		D	-				GENERAL SUPPLIES	651.48484.0229
		67972	04/11/23	CLEANING SUPPLIES	63.30		123887		D	-				GENERAL SUPPLIES	101.43425.0229
					597.45	*CHECK	TOTAL								
				VENDOR TOTAL	597.45										
CUSTOM TRUCK ONE SOURCE 003821		67973	04/11/23	#073219 TRUCK BOOM PARTS	939.23		2022002071009		D	-				INVENTORIES-MDSE	101.125000
DELEEUEW/GERRIT 003664		67974	04/11/23	TRAINING	67.00		040423		D	-				TRAVEL-CONF.-SCH	101.42412.0333
DEPT OF HUMAN SERVICES 002914		67975	04/11/23	ECPN PAYMENT-MAY	18,378.16		00000737082		D	-				OTHER CHARGES	101.41428.0449
ED'S SERVICE CENTER & SA 000231		67976	04/11/23	TOWING CHARHES	100.00		144276		D	-				MTCE. OF OTHER I	101.43425.0336
		67976	04/11/23	TOWING CHARHES	160.00		144762		D	-				OTHER SERVICES	101.42411.0339
		67976	04/11/23	TOWING CHARHES	240.00		144893		D	-				OTHER SERVICES	101.42411.0339
					500.00	*CHECK	TOTAL								
				VENDOR TOTAL	500.00										
ELECTRIC PUMP INC 000788		67977	04/11/23	MUNI SLECTOR MIXER RPR	9,809.86		0075560-IN		D	-				MTCE. OF EQUIPME	651.48484.0224
		67977	04/11/23	MUNI SLECTOR MIXER RPR-L	145.00		0075560-IN		D	-				MTCE. OF EQUIPME	651.48484.0334
					9,954.86	*CHECK	TOTAL								
				VENDOR TOTAL	9,954.86										

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EMERG. AUTOMOTIVE TECHNO				003296											
	67978	04/11/23	#224469	BEACONS	641.95		CG030823-52		D	-				INVENTORIES-MDSE	101.125000
FANCY COATS				002172											
	67979	04/11/23	BOARDING 2/18-2/20/23		52.00		040323		D	-				PROFESSIONAL SER	101.42411.0446
	67979	04/11/23	K-9 GROOMING		35.50		040323		D	-				PROFESSIONAL SER	101.42411.0446
					87.50	*CHECK	TOTAL								
				VENDOR TOTAL	87.50										
FARM-RITE EQUIPMENT				003002											
	67980	04/11/23	#163318	HYD VALVE	793.34		P43580		D	-				INVENTORIES-MDSE	101.125000
FELT/JAMES E				000993											
	67981	04/11/23	FOOD-LIBEL/ANDERSON TRNG		43.10		032823		D	-				SUBSISTENCE OF P	101.42411.0227
	67981	04/11/23	LODGING-LIBEL/ANDERSON		119.75		032823		D	-				TRAVEL-CONF.-SCH	101.42411.0333
					162.85	*CHECK	TOTAL								
				VENDOR TOTAL	162.85										
FERGUSON ENTERPRISES INC				000810											
	67982	04/11/23	PLUMBLING PARTS-SWANSSON		2.50		9941666		D	-				MTCE. OF STRUCTU	101.43425.0225
	67982	04/11/23	PLUMBLING PARTS-SWANSSON		34.23		9946655		D	-				MTCE. OF STRUCTU	101.43425.0225
					36.73	*CHECK	TOTAL								
				VENDOR TOTAL	36.73										
FIRST SYSTEMS TECHNOLOGY				003411											
	67983	04/11/23	PRGRAMM&VERIFIED RAW M	8,495.00			23348		D	-				MTCE. OF EQUIPME	651.48484.0334
	67983	04/11/23	PROGRAMMED&VERIFIED BI	5,485.00			23349		D	-				MTCE. OF EQUIPME	651.48486.0334
	67983	04/11/23	CALIBRATE FLOW METERS	2,450.00			23350		D	-				MTCE. OF EQUIPME	651.48484.0334
					16,430.00	*CHECK	TOTAL								
				VENDOR TOTAL	16,430.00										
FLAHERTY & HOOD P.A.				001449											
	67984	04/11/23	GEN MUN & REAL EST	8,037.79			19019		D	N	01			PROFESSIONAL SER	101.41406.0446
	67984	04/11/23	LABOR/EMPL. CONSULT-FE	7,355.04			19094		D	N	01			PROFESSIONAL SER	101.41406.0446
					15,392.83	*CHECK	TOTAL								
				VENDOR TOTAL	15,392.83										
GALLS LLC				000288											
	67985	04/11/23	EXPLORER CLOTHING		114.88		023800198		D	-				SUBSISTENCE OF P	101.42411.0227
	67985	04/11/23	EXPLORER CLOTHING		85.32		023859610		D	-				SUBSISTENCE OF P	101.42411.0227
					200.20	*CHECK	TOTAL								
				VENDOR TOTAL	200.20										
GENERAL MAILING SERVICES				000293											
	67986	04/11/23	POSTAGE 03/13-03/17/23		23.66		65942		D	-				POSTAGE	101.41402.0223
	67986	04/11/23	POSTAGE 03/13-03/17/23		21.06		65942		D	-				POSTAGE	101.41403.0223
	67986	04/11/23	POSTAGE 03/13-03/17/23		4.68		65942		D	-				POSTAGE	101.41405.0223
	67986	04/11/23	POSTAGE 03/13-03/17/23		20.00		65942		D	-				POSTAGE	101.41408.0223
	67986	04/11/23	POSTAGE 03/13-03/17/23		4.68		65942		D	-				POSTAGE	101.42412.0223

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GENERAL MAILING SERVICES				000293											
	67986	04/11/23	POSTAGE	03/20-03/24/23	12.04		65983		D	-				POSTAGE	101.41402.0223
	67986	04/11/23	POSTAGE	03/20-03/24/23	19.69		65983		D	-				POSTAGE	101.41403.0223
	67986	04/11/23	POSTAGE	03/20-03/24/23	91.26		65983		D	-				POSTAGE	101.41405.0223
	67986	04/11/23	POSTAGE	03/20-03/24/23	20.00		65983		D	-				POSTAGE	101.41408.0223
	67986	04/11/23	POSTAGE	03/20-03/24/23	0.78		65983		D	-				POSTAGE	101.42411.0223
	67986	04/11/23	POSTAGE	03/20-03/24/23	1.56		65983		D	-				POSTAGE	101.42412.0223
	67986	04/11/23	POSTAGE	03/20-03/24/23	0.78		65983		D	-				POSTAGE	101.43417.0223
	67986	04/11/23	POSTAGE	03/20-03/24/23	1.36		65983		D	-				POSTAGE	101.43425.0223
	67986	04/11/23	POSTAGE	03/20-03/24/23	1.56		65983		D	-				POSTAGE	101.45432.0223
					223.11	*CHECK	TOTAL								
				VENDOR TOTAL	223.11										
GRAND RENTAL STATION				001887											
	67987	04/11/23	CHAIRS		4,459.20		1-574797		D	-				SMALL TOOLS	101.45433.0221
	67987	04/11/23	CHAIRS		4,459.20		1-574838		D	-				SMALL TOOLS	101.45506.0221
	67987	04/11/23	ROUND TABLES		3,598.95		1-574840		D	-				SMALL TOOLS	101.45433.0221
	67987	04/11/23	ROUND TABLES		2,848.95		1-574859		D	-				SMALL TOOLS	101.45433.0221
	67987	04/11/23	CHAIRS		4,436.80		1-574860		D	-				SMALL TOOLS	101.45506.0221
					19,803.10	*CHECK	TOTAL								
				VENDOR TOTAL	19,803.10										
GREAT NORTHERN ENVIRONME				003064											
	67988	04/11/23	U.V BLUBS REPAIR		14,112.20		4703		D	-				MTCE. OF EQUIPME	651.48484.0224
HAUG-KUBOTA LLC				002609											
	67989	04/11/23	OIL-SNOWBLOWER		15.26		21446		D	-				MOTOR FUELS AND	651.48484.0222
HAWKINS INC				000325											
	67990	04/11/23	FERRIC CHLORIDE		12,145.19		6424307		D	-				GENERAL SUPPLIES	651.48484.0229
	67990	04/11/23	FERRIC CHLORIDE		12,200.74		6438168		D	-				GENERAL SUPPLIES	651.48484.0229
	67990	04/11/23	POLYMER		14,868.50		6438873		D	-				GENERAL SUPPLIES	651.48486.0229
					39,214.43	*CHECK	TOTAL								
				VENDOR TOTAL	39,214.43										
HELGESON/JOSHUA				002616											
	67991	04/11/23	RED DOT INSTRUCTOR		88.50		040623		D	-				TRAVEL-CONF.-SCH	101.42411.0333
HIGHLAND PRODUCTS GROUP				003650											
	67992	04/11/23	PLAYER BENCHES		3,600.01		301003143		D	-				SMALL TOOLS	101.45432.0221
	67992	04/11/23	PLAYER BENCHES		3,600.00		310030144		D	-				SMALL TOOLS	101.45432.0221
					7,200.01	*CHECK	TOTAL								
				VENDOR TOTAL	7,200.01										
HILLYARD\HUTCHINSON				000333											
	67993	04/11/23	SCRUBBER PARTS		16.67		700538547		D	-				MTCE. OF EQUIPME	101.45433.0224
	67993	04/11/23	SCRUBBER REPAIR-PARTS		15.00		700538652		D	-				MTCE. OF EQUIPME	101.45427.0224
	67993	04/11/23	SCRUBBER REPAIR-LABOR		295.00		700538652		D	-				MTCE. OF EQUIPME	101.45427.0334

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
HILLYARD\HUTCHINSON				000333											
		67993	04/11/23	ADV. SCRUBBER MTCE-PRTS	15.00		700538653		D	-				MTCE. OF EQUIPME	101.45427.0224
		67993	04/11/23	ADV. SCRUBBER MTCE-LBR	118.00		700538653		D	-				MTCE. OF EQUIPME	101.45427.0334
		67993	04/11/23	SCRUBBER REPAIR-PARTS	15.00		700538654		D	-				MTCE. OF EQUIPME	101.45427.0224
		67993	04/11/23	SCRUBBER REPAIR-LABOR	88.50		700538654		D	-				MTCE. OF EQUIPME	101.45427.0334
		67993	04/11/23	ADV. SCRUBBER REPAIR-PRT	15.00		700539368		D	-				MTCE. OF EQUIPME	101.45435.0224
		67993	04/11/23	ADV. SCRUBBER REPAIR-LBR	88.50		700539368		D	-				MTCE. OF EQUIPME	101.45435.0334
		67993	04/11/23	VACCUM REPAIR-PARTS	32.60		700539369		D	-				MTCE. OF EQUIPME	101.45435.0224
		67993	04/11/23	VACCUM REPAIR-LABOR	88.50		700539369		D	-				MTCE. OF EQUIPME	101.45435.0334
		67993	04/11/23	SCRUBBER REPAIR-PARTS	15.00		700539370		D	-				MTCE. OF EQUIPME	101.45435.0224
		67993	04/11/23	SCRUBBER REPAIR-LABOR	295.00		700539370		D	-				MTCE. OF STRUCTU	101.45435.0335
					1,097.77										
				VENDOR TOTAL	1,097.77										
							*CHECK TOTAL								
INNOVATIVE OFFICE SOLUTI				003023											
		67994	04/11/23	CABINET	667.19		CIN114599		D	-				SMALL TOOLS	101.45432.0221
		67994	04/11/23	OFFICE SUPPLIES	122.97		IN4118617		D	-				OFFICE SUPPLIES	101.45432.0220
		67994	04/11/23	OFFICE SUPPLIES	11.36		IN4125188		D	-				OFFICE SUPPLIES	101.41410.0220
		67994	04/11/23	OFFICE SUPPLIES	40.63		IN4141984		D	-				OFFICE SUPPLIES	101.45432.0220
		67994	04/11/23	OFFICE SUPPLIES	146.59		IN4143777		D	-				OFFICE SUPPLIES	101.42411.0220
					988.74										
				VENDOR TOTAL	988.74										
							*CHECK TOTAL								
JOHANNECK WTR CONDITIONI				003355											
		67995	04/11/23	COOLER RENTAL	1.00		CR1711-3-140		D	-				RENTS	651.48484.0440
		67995	04/11/23	COOLER RENTAL	2.00		CR1711-3-152		D	-				RENTS	651.48484.0440
		67995	04/11/23	COOLER RENTAL	46.00		ER1801-3-063		D	-				RENTS	101.41408.0440
		67995	04/11/23	DRINKING WATER	22.00		104896		D	-				GENERAL SUPPLIES	651.48484.0229
		67995	04/11/23	DRINKING WATER	16.00		104899		D	-				GENERAL SUPPLIES	651.48484.0229
		67995	04/11/23	SOFTNER SALT	23.90		105000		D	-				GENERAL SUPPLIES	101.43425.0229
		67995	04/11/23	DRINKING WATER	28.00		105231		D	-				GENERAL SUPPLIES	651.48484.0229
		67995	04/11/23	DRINKING WATER	28.00		105447		D	-				GENERAL SUPPLIES	651.48484.0229
		67995	04/11/23	DRINKING WATER	22.00		105450		D	-				GENERAL SUPPLIES	651.48484.0229
		67995	04/11/23	DRINKING WATER	34.00		105688		D	-				GENERAL SUPPLIES	651.48484.0229
		67995	04/11/23	DRINKING WATER	34.00		105938		D	-				GENERAL SUPPLIES	651.48484.0229
		67995	04/11/23	DRINKING WATER	16.00		105941		D	-				GENERAL SUPPLIES	651.48484.0229
					272.90										
				VENDOR TOTAL	272.90										
							*CHECK TOTAL								
JOHNSON CNTRLS FIRE PROT				003404											
		67996	04/11/23	INS CLM-WTP LIGHTNING	9,600.00		41616857		D	-				REFUNDS AND REIM	101.41428.0882
		67996	04/11/23	INS CLM-WTP LIGHTNING	4,175.00		41627283		D	-				REFUNDS AND REIM	101.41428.0882
					13,775.00										
				VENDOR TOTAL	13,775.00										
							*CHECK TOTAL								
JOHNSON/JONAH				003772											
		67997	04/11/23	MILEAGE 03/14-03/24/23	25.22		040323		D	-				TRAVEL-CONF.-SCH	101.41409.0333

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KANDIYOHI CO AUDITOR				000376											
		67998	04/11/23	2024 RSA TOKEN ADD ON	44.75		032723		D	-				PREPAID EXPENSES	101.128000
		67998	04/11/23	2025 RSA TOKEN ADD ON	11.19		032723		D	-				PREPAID EXPENSES	101.128000
		67998	04/11/23	2023 RSA TOKEN ADD ON	33.56		032723		D	-				COMMUNICATIONS	101.42411.0330
					89.50	*CHECK	TOTAL								
				VENDOR TOTAL	89.50										
KANDIYOHI CO RECORDER'S				000382											
		67999	04/11/23	MISC COPIES FEE	65.00		4069647		D	-				OTHER CHARGES	101.41402.0449
KANDIYOHI CO RECYCLING A				002296											
		68000	04/11/23	LAMP RECYCLING	20.00		854		D	-				CLEANING AND WAS	101.43425.0338
KANDIYOHI-RENVILLE				.03266											
		68001	04/11/23	DAMAGE DEPOSIT REFUND	455.00		032723		D	-				LICENSES AND TAX	101.45432.0445
KENNEDY/RILEY				003773											
		68002	04/11/23	FLYERS-GREENSTEP CITIES	100.00		040323		D	-				PROFESSIONAL SER	101.43418.0446
LEAGUE OF MN CITIES INS				001189											
		68003	04/11/23	22-23 WORKER'S COMP ADJ	477.37CR		040623		D	-				DUE FROM M.U.C.-	101.123006
		68003	04/11/23	22-23 WORKER'S COMP ADJ	42.15CR		040623		D	-				EMPLOYER INSUR.	101.41400.0114
		68003	04/11/23	22-23 WORKER'S COMP ADJ	1.81CR		040623		D	-				EMPLOYER INSUR.	101.41401.0114
		68003	04/11/23	22-23 WORKER'S COMP ADJ	46.38		040623		D	-				EMPLOYER INSUR.	101.41402.0114
		68003	04/11/23	22-23 WORKER'S COMP ADJ	18.84		040623		D	-				EMPLOYER INSUR.	101.41402.0114
		68003	04/11/23	22-23 WORKER'S COMP ADJ	70.70		040623		D	-				EMPLOYER INSUR.	101.41403.0114
		68003	04/11/23	22-23 WORKER'S COMP ADJ	200.52		040623		D	-				EMPLOYER INSUR.	101.41408.0114
		68003	04/11/23	22-23 WORKER'S COMP ADJ	236.72		040623		D	-				EMPLOYER INSUR.	101.41409.0114
		68003	04/11/23	22-23 WORKER'S COMP ADJ	80.06CR		040623		D	-				EMPLOYER INSUR.	101.41420.0114
		68003	04/11/23	22-23 WORKER'S COMP ADJ	21.19CR		040623		D	-				EMPLOYER INSUR.	101.41424.0114
		68003	04/11/23	22-23 WORKER'S COMP AD 3,	162.42CR		040623		D	-				EMPLOYER INSUR.	101.42411.0114
		68003	04/11/23	22-23 WORKER'S COMP ADJ	643.56		040623		D	-				EMPLOYER INSUR.	101.42412.0114
		68003	04/11/23	22-23 WORKER'S COMP AD 1,	581.02CR		040623		D	-				EMPLOYER INSUR.	101.43417.0114
		68003	04/11/23	22-23 WORKER'S COMP AD 6,	747.83		040623		D	-				EMPLOYER INSUR.	101.43425.0114
		68003	04/11/23	22-23 WORKER'S COMP ADJ	7.10		040623		D	-				EMPLOYER INSUR.	101.45001.0114
		68003	04/11/23	22-23 WORKER'S COMP ADJ	4.00CR		040623		D	-				EMPLOYER INSUR.	101.45427.0114
		68003	04/11/23	22-23 WORKER'S COMP AD 7,	546.67		040623		D	-				EMPLOYER INSUR.	101.45432.0114
		68003	04/11/23	22-23 WORKER'S COMP AD 1,	194.31		040623		D	-				EMPLOYER INSUR.	101.45433.0114
		68003	04/11/23	22-23 WORKER'S COMP ADJ	383.90CR		040623		D	-				EMPLOYER INSUR.	101.45435.0114
		68003	04/11/23	22-23 WORKER'S COMP AD 2,	527.23		040623		D	-				EMPLOYER INSUR.	101.45437.0114
		68003	04/11/23	22-23 WORKER'S COMP ADJ	906.76		040623		D	-				EMPLOYER INSUR.	651.48484.0114
		68003	04/11/23	22-23 WORKER'S COMP ADJ	590.30		040623		D	-				EMPLOYER INSUR.	651.48485.0114
		68003	04/11/23	22-23 WORKER'S COMP AD 2,	780.00CR		040623		D	-				EMPLOYER INSUR.	651.48486.0114
					12,203.00	*CHECK	TOTAL								
				VENDOR TOTAL	12,203.00										
LIEBL/JEFFREY				003129											
		68004	04/11/23	BASIC ROPE RESCUE COURSE	82.00		032823		D	-				TRAVEL-CONF.-SCH	101.42411.0333

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
LINDAHL/JASON				001400											
		68005	04/11/23	MILEAGE 02/01-03/15/23	99.56		033023		D	-				TRAVEL-CONF.-SCH	651.48484.0333
LOCAL GOV'T INFORMATION				003226											
		68006	04/11/23	MONTHLY SUBSCRIP-JAN	2,395.00		53153		D	-				SUBSCRIPTIONS AN	101.41409.0443
		68006	04/11/23	SOFTWARE DEVELOPMENT	4,025.00		53328		D	-				SUBSCRIPTIONS AN	101.41409.0443
		68006	04/11/23	MONTHLY SUBSCRIP-FEB	2,395.00		53445		D	-				SUBSCRIPTIONS AN	101.41409.0443
		68006	04/11/23	MONTHLY SUBSCRIP-MARCH	2,395.00		53611		D	-				SUBSCRIPTIONS AN	101.41409.0443
					11,210.00	*CHECK	TOTAL								
				VENDOR TOTAL	11,210.00										
LOFFLER COMPANIES				002593											
		68007	04/11/23	CONTRACT USAGE-MARCH	269.17		4319109		D	-				MTCE. OF EQUIPME	101.41405.0334
M-R SIGN CO INC				000424											
		68008	04/11/23	STREET SIGNS	255.15		218992		D	-				MTCE. OF OTHER I	101.43425.0226
MACQUEEN EQUIPMENT INC				000427											
		68009	04/11/23	#201663 WIZZARD PARTS	3,009.27		P48092		D	-				INVENTORIES-MDSE	101.125000
		68009	04/11/23	#130012 PELICAN PARTS	3,653.30		P48092		D	-				INVENTORIES-MDSE	101.125000
		68009	04/11/23	#151914 MIRROR	213.78		P48137		D	-				INVENTORIES-MDSE	101.125000
					6,876.35	*CHECK	TOTAL								
				VENDOR TOTAL	6,876.35										
MARCO TECHNOLOGIES LLC				000437											
		68010	04/11/23	PRINT/PAGE COUNT	1,309.69		INV11036505		D	-				SUBSCRIPTIONS AN	101.41409.0443
MARCO TECHNOLOGIES LLC				001838											
		68011	04/11/23	500-0564417-000-MARCH	156.59		496255134		D	-				RENTS	101.42411.0440
		68011	04/11/23	500-0565502-000-APRIL	172.95		497204511		D	-				PRINTING AND PUB	101.45433.0331
		68011	04/11/23	500-0611665-000-APRIL	155.56		497606616		D	-				SUBSCRIPTIONS AN	101.41409.0443
		68011	04/11/23	500-0623211-000-APRIL	195.72		497606905		D	-				SUBSCRIPTIONS AN	101.41409.0443
					680.82	*CHECK	TOTAL								
				VENDOR TOTAL	680.82										
MENARDS				000449											
		68012	04/11/23	ELECTRICAL PARTS	72.91		54676		D	-				MTCE. OF EQUIPME	101.45433.0224
		68012	04/11/23	TAPE/SEAFOAM/STABILIZER	39.89		54676		D	-				GENERAL SUPPLIES	101.45433.0229
		68012	04/11/23	ICE MELT	25.98		54963		D	-				GENERAL SUPPLIES	101.45437.0229
		68012	04/11/23	PAINT	48.41		55142		D	-				GENERAL SUPPLIES	101.43425.0229
		68012	04/11/23	DRILL BITS	9.99		55152		D	-				SMALL TOOLS	101.43425.0221
		68012	04/11/23	WOOD GLUE	4.38		55152		D	-				GENERAL SUPPLIES	101.43425.0229
		68012	04/11/23	SHOP SUPPLIES	36.22		55203		D	-				GENERAL SUPPLIES	651.48484.0229
		68012	04/11/23	THINNER	31.75		55219		D	-				GENERAL SUPPLIES	101.43425.0229
		68012	04/11/23	SHOP SUPPLIES	18.53		55603		D	-				GENERAL SUPPLIES	651.48484.0229
		68012	04/11/23	SHOP SUPPLIES	56.24		55670		D	-				SMALL TOOLS	101.43425.0221
		68012	04/11/23	ROPE	4.49		55670		D	-				GENERAL SUPPLIES	101.43425.0229
		68012	04/11/23	BATTERIES	214.25		55816		D	-				GENERAL SUPPLIES	101.41408.0229
		68012	04/11/23	GLOVES	47.96		55816		D	-				GENERAL SUPPLIES	101.45427.0229

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MENARDS				000449											
	68012	04/11/23	CLOCK		29.99		55944		D	-				SMALL TOOLS	101.43425.0221
					640.99	*CHECK	TOTAL								
				VENDOR TOTAL	640.99										
MIKE'S SMALL ENGINE CENT				002699											
	68013	04/11/23	CARRUTHERS-APRON	CHAP	111.99		25162		D	-				SUBSISTENCE OF P	101.43425.0227
	68013	04/11/23	SHOP SUPPLIES		350.18		25184		D	-				MTCE. OF EQUIPME	101.43425.0224
					462.17	*CHECK	TOTAL								
				VENDOR TOTAL	462.17										
MILLS PARTS CENTER				003729											
	68014	04/11/23	#204887	BRKAES	68.02		5749522		D	-				INVENTORIES-MDSE	101.125000
MINI BIFF LLC				001805											
	68015	04/11/23	TOILET RENTAL		121.38		A-139301		D	M	01			RENTS	101.43425.0440
MN DEPT OF LABOR & INDUS				002857											
	68016	04/11/23	ELEVATOR LICENSE		100.00		ALR0147671X		D	-				MTCE. OF STRUCTU	101.41408.0335
MN ELEVATOR INC				000499											
	68017	04/11/23	ELEVATOR SERVICE		178.37		1013308		D	-				MTCE. OF STRUCTU	101.41408.0335
MN PAVING & MATERIALS				003559											
	68018	04/11/23	MIX FOR STREET PATCHIN		2,400.00		1754617		D	-				GENERAL SUPPLIES	101.43425.0229
MN POLLUTION CONTROL AGE				001064											
	68019	04/11/23	2023 WATER PERMIT FEE		345.00		10000160292		D	-				LICENSES AND TAX	651.48484.0445
MR. CLEAN WILLMAR CLEANI				003756											
	68020	04/11/23	CLEANING SERVICE-JAN		360.00		032723		D	-				PROFESSIONAL SER	101.45432.0446
	68020	04/11/23	CLEANING SERVICE-FEB		510.00		032723		D	-				PROFESSIONAL SER	101.45432.0446
	68020	04/11/23	CLEANING SERVICE-DEC		480.00		032723		D	-				PROFESSIONAL SER	101.45432.0446
	68020	04/11/23	CLEANING SERVICE-MARCH		810.00		040723		D	-				PROFESSIONAL SER	101.45432.0446
					2,160.00	*CHECK	TOTAL								
				VENDOR TOTAL	2,160.00										
MUNICIPAL UTILITIES				000541											
	68021	04/11/23	UTILITIES FOR MARCH		1,788.36		STMT/03-23		D	-				UTILITIES	101.41408.0332
	68021	04/11/23	UTILITIES FOR MARCH		5,225.38		STMT/03-23		D	-				UTILITIES	101.43425.0332
	68021	04/11/23	UTILITIES FOR MARCH		245.47		STMT/03-23		D	-				UTILITIES	101.45001.0332
	68021	04/11/23	UTILITIES FOR MARCH		1,677.42		STMT/03-23		D	-				UTILITIES	101.45427.0332
	68021	04/11/23	UTILITIES FOR MARCH		146.07		STMT/03-23		D	-				UTILITIES	101.45432.0332
	68021	04/11/23	UTILITIES FOR MARCH		20,739.44		STMT/03-23		D	-				UTILITIES	101.45433.0332
	68021	04/11/23	UTILITIES FOR MARCH		951.23		STMT/03-23		D	-				UTILITIES	101.45435.0332
	68021	04/11/23	UTILITIES FOR MARCH		284.14		STMT/03-23		D	-				UTILITIES	101.45437.0332
	68021	04/11/23	UTILITIES FOR MARCH		16.90		STMT/03-23		D	-				UTILITIES	230.43430.0332
	68021	04/11/23	UTILITIES FOR MARCH		1,215.88		STMT/03-23		D	-				UTILITIES	651.48484.0332
	68021	04/11/23	UTILITIES FOR MARCH		5,621.38		STMT/03-23		D	-				UTILITIES	651.48485.0332
					37,911.67	*CHECK	TOTAL								

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MUNICIPAL UTILITIES				000541											
				VENDOR TOTAL	37,911.67										
MUSCO SPORTS LIGHTING LL				003426											
		68022	04/11/23	SWANSSON COMPLEX PRO	132,329.50		405356		D	-				FURNITURE AND EQ	450.45432.0552
MVTL LABORATORIES INC				000544											
		68023	04/11/23	LAB TESTING	30.80		1191562		D	-				PROFESSIONAL SER	651.48484.0446
		68023	04/11/23	LAB TESTING	58.30		1191563		D	-				PROFESSIONAL SER	651.48484.0446
		68023	04/11/23	LAB TESTING	58.30		1191941		D	-				PROFESSIONAL SER	651.48484.0446
		68023	04/11/23	LAB TESTING	58.30		1192218		D	-				PROFESSIONAL SER	651.48484.0446
					205.70										
				VENDOR TOTAL	205.70		*CHECK TOTAL								
MVTV WIRELESS				003372											
		68024	04/11/23	AIRPORT INTERNET-APRIL	162.95		11699-20230401		D	-				COMMUNICATIONS	101.41409.0330
NATIONWIDE GLASS OF WILL				000564											
		68025	04/11/23	DOOR REPAIR-PARTS	75.00		4393		D	-				MTCE. OF STRUCTU	101.45437.0225
		68025	04/11/23	DOOR REPAIR-LABOR	187.50		4393		D	-				MTCE. OF STRUCTU	101.45437.0335
					262.50										
				VENDOR TOTAL	262.50		*CHECK TOTAL								
NCPERS GROUP LIFE INS.				003799											
		67942	04/06/23	LIFE INSURANCE-APR	96.00		3-2023		D	-				INS. PASS THROUG	101.41428.0819
NELSON INTERNATIONAL				000568											
		68026	04/11/23	#152243 REAR WINDOR IN	1,096.25		R101035323:01		D	-				INVENTORIES-MDSE	101.125000
		68026	04/11/23	#132487 TRAN COOLER LINE	159.12		X101109070:02		D	-				INVENTORIES-MDSE	101.125000
		68026	04/11/23	#118382 STUD&BUSHING	42.12		X101111175:01		D	-				INVENTORIES-MDSE	101.125000
					1,297.49										
				VENDOR TOTAL	1,297.49		*CHECK TOTAL								
NELSON SANITATION & RENT				003502											
		68027	04/11/23	TELEWISE HWY 12 SEWER	4,294.43		INV/2023/2438		D	N	01			OTHER SERVICES	651.48485.0339
		68027	04/11/23	CLEANING HWY 12 SEWER	10,944.60		INV/2023/2439		D	-				OTHER SERVICES	651.48485.0339
					15,239.03										
				VENDOR TOTAL	15,239.03		*CHECK TOTAL								
NORTHERN STATES SUPPLY				000585											
		68028	04/11/23	SHOP SUPPLIES	8.54		10-609837		D	-				GENERAL SUPPLIES	651.48484.0229
		68028	04/11/23	BOLTS	0.50		10-609950		D	-				MTCE. OF EQUIPME	101.43425.0224
		68028	04/11/23	DRILL BIT SET&TEK SCREWS	152.45		10-610086		D	-				SMALL TOOLS	101.45433.0221
		68028	04/11/23	LUBRICANTS	9.11		10-610086		D	-				MOTOR FUELS AND	101.45433.0222
		68028	04/11/23	L.S TRUCK TOOL	31.40		10-610138		D	-				SMALL TOOLS	651.48485.0221
		68028	04/11/23	ICE MELT	109.68		10-610155		D	-				GENERAL SUPPLIES	101.45435.0229
		68028	04/11/23	SHOP SUPPLIES	50.04		10-610162		D	-				MTCE. OF EQUIPME	101.43425.0224
		68028	04/11/23	BOLTS	7.08		10-610172		D	-				MTCE. OF EQUIPME	101.43425.0224



Vendor Payment History Report  
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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
NORTHERN STATES SUPPLY				000585											
		68028	04/11/23	TRANS CHAIN&CLEVIS SLIP	341.11		1666308		D	-				SMALL TOOLS	101.43425.0221
		68028	04/11/23	BOLTS&NUTS	13.48		1666308		D	-				MTCE. OF EQUIPME	101.45435.0224
		68028	04/11/23	BOLTS	110.46		1666309		D	-				MTCE. OF EQUIPME	101.43425.0224
		68028	04/11/23	BLADE SHARPING	71.20		1671925		D	-				MTCE. OF EQUIPME	101.45435.0224
					905.05	*CHECK	TOTAL								
				VENDOR TOTAL	905.05										
O'REILLY AUTOMOTIVE INC				000650											
		68029	04/11/23	#216085 BRAKES	404.52		1528-455482		D	-				INVENTORIES-MDSE	101.125000
		68029	04/11/23	FLOOR DRY	164.85		1528-455914		D	-				OFFICE SUPPLIES	101.42412.0220
					569.37	*CHECK	TOTAL								
				VENDOR TOTAL	569.37										
PERKINS LUMBER CO INC				000604											
		68030	04/11/23	SCREWS	164.85		2302-189761		D	-				MTCE. OF EQUIPME	101.43425.0224
		68030	04/11/23	PAINT BRUSH	2.58		2302-190966		D	-				SMALL TOOLS	101.43425.0221
		68030	04/11/23	STAIN	8.99		2302-190966		D	-				GENERAL SUPPLIES	101.43425.0229
		68030	04/11/23	PUTTY	3.79		2302-191423		D	-				GENERAL SUPPLIES	101.43425.0229
		68030	04/11/23	SCREWS	54.95		2303-190062		D	-				MTCE. OF EQUIPME	101.43425.0224
		68030	04/11/23	RETURN-SCREWS	54.95CR		2303-190078		D	-				MTCE. OF EQUIPME	101.43425.0224
		68030	04/11/23	OFFICE PROJECT	209.35		2303-190218		D	-				MTCE. OF STRUCTU	101.45433.0225
		68030	04/11/23	OFFICE PROJECT	556.39		2303-190219		D	-				MTCE. OF STRUCTU	101.45433.0225
		68030	04/11/23	CHAIR RAIL SHOP	61.12		2303-190967		D	-				MTCE. OF STRUCTU	101.43425.0225
					1,007.07	*CHECK	TOTAL								
				VENDOR TOTAL	1,007.07										
PETERSON SHOE STORE				000608											
		68031	04/11/23	JAGUSH-SAFETY BOOTS	35.00		223172		D	-				SUBSISTENCE OF P	101.43425.0227
		68031	04/11/23	JAGUSH-SAFETY BOOTS	105.00		223172		D	-				SUBSISTENCE OF P	101.45435.0227
		68031	04/11/23	JAGUSH-SAFETY BOOTS	35.00		223172		D	-				SUBSISTENCE OF P	651.48484.0227
					175.00	*CHECK	TOTAL								
				VENDOR TOTAL	175.00										
POWER PLAN OIB				000342											
		68032	04/11/23	#152243 REAR WINDOW	631.97		P8529011		D	-				INVENTORIES-MDSE	101.125000
		68032	04/11/23	#126466 OIL CAP	41.47		P8542611		D	-				INVENTORIES-MDSE	101.125000
		68032	04/11/23	#114532 HEAD GASKET RP	8,918.08		W2353111		D	-				INVENTORIES-MDSE	101.125000
					9,591.52	*CHECK	TOTAL								
				VENDOR TOTAL	9,591.52										
PREMIUM WATERS INC				000374											
		68033	04/11/23	DRINKING WATER	37.99		330527527		D	-				GENERAL SUPPLIES	101.45435.0229
RUNNING'S SUPPLY INC				001418											
		68034	04/11/23	WRENCH	39.99		5854080		D	-				SMALL TOOLS	101.43425.0221
		68034	04/11/23	#233288 METAL FOR RACK	79.99		5854672		D	-				INVENTORIES-MDSE	101.125000
		68034	04/11/23	L.S. TRUCK TOOLS	17.98		5856362		D	-				SMALL TOOLS	651.48484.0221

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
RUNNING'S SUPPLY INC				001418											
		68034	04/11/23	SCHNECK-SAFETY BOOTS	175.00		5860756		D	-				SUBSISTENCE OF P	101.43425.0227
		68034	04/11/23	SHOP SUPPLIES	19.14		5864168		D	-				GENERAL SUPPLIES	101.43425.0229
					332.10	*CHECK	TOTAL								
				VENDOR TOTAL	332.10										
SCHUELER/ALLEN				002142											
		68035	04/11/23	BIO-SOLIDS REFRESHER	357.83		040323		D	M	01			TRAVEL-CONF.-SCH	651.48484.0333
SHERWIN WILLIAMS CO				000690											
		68036	04/11/23	BRUSHES	49.07		6576-6		D	-				SMALL TOOLS	101.43425.0221
		68036	04/11/23	PAINT	265.96		6576-6		D	-				GENERAL SUPPLIES	101.43425.0229
		68036	04/11/23	PAINT	45.99		6695-4		D	-				MTCE. OF STRUCTU	101.45435.0225
		68036	04/11/23	BRUSHES	30.41		6722-6		D	-				SMALL TOOLS	101.43425.0221
		68036	04/11/23	PAINT	15.55		6738-2		D	-				GENERAL SUPPLIES	101.43425.0229
		68036	04/11/23	PAINT	58.87		6931-3		D	-				MTCE. OF STRUCTU	101.45435.0225
					465.85	*CHECK	TOTAL								
				VENDOR TOTAL	465.85										
SIGN SOLUTIONS USA				003730											
		68037	04/11/23	SIGN ANCHORS	136.52		405477		D	-				MTCE. OF OTHER I	101.43425.0226
SILVA/AMBER				003699											
		68038	04/11/23	WELLNESS PROGRAM-FEB	440.00		032823		D	N	01			PROFESSIONAL SER	101.41420.0446
		68038	04/11/23	WELLNESS PROGRAM-MARCH	425.00		040323		D	N	01			PROFESSIONAL SER	101.41420.0446
					865.00	*CHECK	TOTAL								
				VENDOR TOTAL	865.00										
SLAGTER/BRYENT				003581											
		68039	04/11/23	FIRE SCHOOL	67.00		040523		D	-				TRAVEL-CONF.-SCH	101.42412.0333
STEINBEISSER AUTO REPAIR				003256											
		68040	04/11/23	PROPANE-STREET PATCHING	100.45		16321		D	-				MOTOR FUELS AND	101.43425.0222
STERLING WATER-MINNESOTA				000188											
		68041	04/11/23	SOFTENR RENTAL-APRIL	19.45		315X03376000		D	-				RENTS	101.41408.0440
		68041	04/11/23	CREDIT-OVER PAYMENT	4.60CR		315X03376000		D	-				RENTS	101.41408.0440
		68041	04/11/23	SOFTENER SALT	77.00		315X03387502		D	-				GENERAL SUPPLIES	101.45435.0229
		68041	04/11/23	SOFTENER SALT	51.40CR		315X1455145-1		D	-				GENERAL SUPPLIES	101.45435.0229
					40.45	*CHECK	TOTAL								
				VENDOR TOTAL	40.45										
STREICHER'S				000722											
		68042	04/11/23	AMMUNITION	2,215.98		I1624106		D	-				GENERAL SUPPLIES	101.42411.0229
SURPLUS WAREHOUSE INC				000728											
		68043	04/11/23	#509968 CHARGING PORT	12.93		040323		D	-				INVENTORIES-MDSE	101.125000

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
SYSCO WESTERN MINNESOTA				000161											
		68044	04/11/23	CONCESSION SUPPLIES	840.10		253356423		D	-				GENERAL SUPPLIES	101.45432.0229
TAYLOR/RICHARD				003710											
		68045	04/11/23	TRAINING	50.00		040423		D	-				TRAVEL-CONF.-SCH	101.42412.0333
TECH CHECK,LLC				003801											
		68046	04/11/23	FIREWALL&SFP&S	12,856.20		50980		D	-				SMALL TOOLS	101.41409.0221
		68046	04/11/23	FIREWALL UTP	4,000.00		50980		D	-				SUBSCRIPTIONS AN	101.41409.0443
					16,856.20	*CHECK	TOTAL								
				VENDOR TOTAL	16,856.20										
THOMPSON/JUDY				000949											
		68047	04/11/23	MCFOA CONFERENCE	408.81		032923		D	-				TRAVEL-CONF.-SCH	101.41403.0333
		68047	04/11/23	MILEAGE 01/09-03/31/23	128.71		040523		D	-				TRAVEL-CONF.-SCH	101.41403.0333
					537.52	*CHECK	TOTAL								
				VENDOR TOTAL	537.52										
TONYA ZIMMER				003807											
		68048	04/11/23	SIGN LANGUAGE INTERPRET	567.00		032746		D	-				PROFESSIONAL SER	101.45432.0446
TORKELSON'S LOCK SERVICE				002583											
		68049	04/11/23	LOCK CYLINDERS REKEYED-P	40.00		5746821		D	N	01			MTCE. OF STRUCTU	101.41408.0225
		68049	04/11/23	LOCK CYLINDERS REKEYED-L	43.00		5746821		D	N	01			MTCE. OF STRUCTU	101.41408.0335
		68049	04/11/23	INTALL LOCK/PUSHBAR-PRT	695.00		5746981		D	N	01			MTCE. OF STRUCTU	101.43425.0225
		68049	04/11/23	INTALL LOCK/PUSHBAR-LBR	194.00		5746981		D	N	01			MTCE. OF STRUCTU	101.43425.0335
					972.00	*CHECK	TOTAL								
				VENDOR TOTAL	972.00										
TOWMASTER				002674											
		68050	04/11/23	TAIL GATE LATCHES	121.18		457918		D	-				INVENTORIES-MDSE	101.125000
TYLER TECHNOLOGIES, INC				003795											
		68051	04/11/23	PARKING TICKET PRINTER	1,330.00		130-135473		D	-				SMALL TOOLS	101.42411.0221
		68051	04/11/23	WARRANTY-TICKET PRINTER	298.00		130-135473		D	-				SUBSCRIPTIONS AN	101.42411.0443
					1,628.00	*CHECK	TOTAL								
				VENDOR TOTAL	1,628.00										
UNIVERSITY OF MINNESOTA				003819											
		68052	04/11/23	NIEMEYER-PESTICIDE WRKSH	145.00		040323		D	-				TRAVEL-CONF.-SCH	101.43425.0333
		68052	04/11/23	LARSON-PESTICIDE WRKSHP	145.00		040323		D	-				TRAVEL-CONF.-SCH	101.43425.0333
					290.00	*CHECK	TOTAL								
				VENDOR TOTAL	290.00										
US BANK EQUIPMENT FINANC				003143											
		68053	04/11/23	500-0576320-000-MARCH	172.70		495927840		D	-				RENTS	101.42411.0440
WEST CENTRAL COMMUNICATI				000796											
		68054	04/11/23	RADIO&ATENNA RPR-PARTS	132.06		095556S		D	-				GENERAL SUPPLIES	651.48484.0229
		68054	04/11/23	RADIO&ATENNA RPR-LABOR	250.00		095556S		D	-				OTHER SERVICES	651.48484.0339

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
WEST CENTRAL COMMUNICATI				000796											
					382.06										
				VENDOR TOTAL	382.06										
WEST CENTRAL SANITATION				000805											
		68055	04/11/23	RECYCLING-APRIL	104.56		12737210			D	N	01		CLEANING AND WAS	651.48484.0228
WEST CENTRAL TECHNOLOGY				003817											
		68056	04/11/23	ARUBA AP MOUNTS	182.71		30394			D	-			MTCE. OF STRUCTU	101.41409.0225
WESTMOR INDUSTRIES LLC				001640											
		68057	04/11/23	COMPLIANCE CHECKS&TEST	2,384.25		1872523 RI			D	-			MTCE. OF OTHER I	101.43425.0336
WILLMAR AUTO VALUE				002689											
		68058	04/11/23	BATTERY	199.65		22471387			D	-			INVENTORIES-MDSE	101.125000
		68058	04/11/23	HYD FITTING	54.43		22472366			D	-			INVENTORIES-MDSE	101.125000
		68058	04/11/23	SHOP SUPPLIES	31.97		22472366			D	-			GENERAL SUPPLIES	101.43425.0229
		68058	04/11/23	RETURN-BATTERY	199.65CR		22472976			D	-			INVENTORIES-MDSE	101.125000
		68058	04/11/23	HYD FITTING	28.99		22473321			D	-			INVENTORIES-MDSE	101.125000
		68058	04/11/23	SHOP SUPPLIES	40.97		22473451			D	-			GENERAL SUPPLIES	101.43425.0229
		68058	04/11/23	BATTERY-GENNIC LEFT	112.49		22474028			D	-			MTCE. OF EQUIPME	101.45433.0224
		68058	04/11/23	#170074 SPRAK PLUGS&BOOT	110.88		22474207			D	-			INVENTORIES-MDSE	101.125000
		68058	04/11/23	BRAKES	122.99		22474275			D	-			INVENTORIES-MDSE	101.125000
		68058	04/11/23	#170560 BRAKES	132.99		22474316			D	-			INVENTORIES-MDSE	101.125000
		68058	04/11/23	RETURN-BRAKES	122.99CR		22474478			D	-			INVENTORIES-MDSE	101.125000
		68058	04/11/23	BATTERY-TRUCK	134.14		22475110			D	-			MTCE. OF EQUIPME	101.45433.0224
		68058	04/11/23	FLOOR CLEANER	97.46		22475110			D	-			CLEANING AND WAS	101.45433.0228
					744.32										
				VENDOR TOTAL	744.32										
WILLMAR CHAMBER OF COMME				000812											
		68059	04/11/23	CHAMBER LEADERSHIP EVENT	50.00		55262			D	-			SUBSISTENCE OF P	101.41400.0227
		68059	04/11/23	OBREGON-LEADERSHIP EVENT	25.00		55280			D	-			TRAVEL-CONF.-SCH	101.41400.0333
		68059	04/11/23	REESE-LEADERSHIP EVENT	25.00		55284			D	-			SUBSISTENCE OF P	101.41401.0227
					100.00										
				VENDOR TOTAL	100.00										
WINDSTREAM				002100											
		68060	04/11/23	PHONE SERVICE-APRIL	795.06		STMT/04-23			D	-			COMMUNICATIONS	101.41409.0330

Vendor Payment History Report  
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VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
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REPORT TOTALS:			819,856.97										
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RECORDS PRINTED - 000353

Vendor Payment History Report

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
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101	GENERAL FUND	252,939.47
219	CORONAVIRUS RELIEF FUND	600.00
230	WILLMAR MUNICIPAL AIRPORT	16.90
420	LOCAL OPT SALES TAX PROJECTS	624.00
423	S.A.B.F. - 2023A	325,255.21
450	CAPITAL IMPROVEMENT FUND	134,329.50
651	WASTE TREATMENT	106,091.89
TOTAL ALL FUNDS		819,856.97

BANK RECAP:

BANK	NAME	DISBURSEMENTS
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HERT	HERITAGE BANK	819,856.97
TOTAL ALL BANKS		819,856.97



### City Council Action Request

<b>Council Meeting Date:</b>	April 17, 2023	<b>Agenda Item Number:</b>	5.F.
<b>Agenda Section:</b>	Consent Items	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	Yes	<b>Prepared By:</b>	Kyle Box, City Operations Director
<b>Ordinance:</b>	No	<b>Presented By:</b>	Kyle Box, City Operations Director
<b>Item:</b>	Consider Renewal of a Hanger Lease Agreement with the State of Minnesota		

**RECOMMENDED ACTION:**

Approve renewal of MN DNR Lease agreements NR40015 and NR 40020

**OVERVIEW:**

**BUDGETARY/FISCAL ISSUES:**

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. Resolution- MN DNR Lease Agreements
2. NR40015 Amendment 2
3. NR40020 Amendment 2

**Resolution No.**\_\_\_\_\_

**Minnesota Department of Natural Resources – Hanger Lease Renewals**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, enter into renewal agreements NR40015 and NR40020 with the Minnesota Department of Natural Resources for storage space HG-7, Unit N and HG-6 #5 at Willmar Municipal Airport.

BE IT FURTHER RESOLVED that the Mayor and City Administrator of the City of Willmar are authorized to sign agreements.

Dated this 17th day of April 2023

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



**STATE OF MINNESOTA**

**AMENDMENT OF LEASE**

Amendment No. 2

Lease No. NR40015

THIS AMENDMENT No. 2 to Lease No. NR40015 is made by and between the City of Willmar, hereinafter referred to as LESSOR, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Natural Resources; Region 4 Enforcement Division.

WHEREAS, LESSOR and LESSEE entered into Lease No. NR40015, dated May 31, 2017, involving the lease of approximately seven hundred twenty (720) usable square feet of storage space in building HG-6 #5 at the Willmar Municipal Airport located at 6600 Hwy 40, Willmar, MN 56201.

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. NR40015 effective as of the date set forth herein.

1. **RENEWAL TERM** This Lease shall be renewed for a period of three (3) years, commencing July 01, 2023 and continuing through June 30, 2026 ("Renewal Term"), at the same terms and conditions as set forth in the Lease, except as otherwise provided herein.

2. **RENT**

2.1 **Rent Payment** LESSEE shall pay LESSOR rent for the Renewal Term in the sum of three thousand nine hundred sixty and no/100 dollars (\$3,960.00), payable in equal monthly installments of one hundred ten and no/100 dollars (\$110.00), payable at the end of each calendar month for the term of the lease.

2.2 **Rent Payment Address** LESSEE shall mail or deliver each monthly rent payment at the end of the applicable calendar month to LESSOR at the following address:

City of Willmar  
333 6<sup>th</sup> St. SW  
PO Box 755  
Willmar, MN 56201

3. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

---

**NO ATTACHMENTS**

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:

City of Wilmar.

*LESSOR certifies that the appropriate person(s) have executed the Lease on behalf of LESSOR as required by applicable articles, bylaws, resolutions or ordinances.*

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

LESSEE:

STATE OF MINNESOTA

DEPARTMENT OF ADMINISTRATION

COMMISSIONER

Delegated To:

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

APPROVED:

STATE OF MINNESOTA

DEPARTMENT OF NATURAL RESOURCES

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

RECOMMENDED:

STATE OF MINNESOTA

DEPARTMENT OF NATURAL RESOURCES

By \_\_\_\_\_

Title Regional Director

Date \_\_\_\_\_

STATE ENCUMBRANCE VERIFICATION

*Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.*

By \_\_\_\_\_

Date 04/11/2023

Contract No. 227505

**STATE OF MINNESOTA**

**AMENDMENT OF LEASE**

Amendment No. 2

Lease No. NR40020

THIS AMENDMENT No. 2 to Lease No. NR40020 is made by and between the City of Willmar, hereinafter referred to as LESSOR, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Natural Resources; Region 4 Enforcement Division.

WHEREAS, LESSOR and LESSEE entered into Lease No. NR40020, dated June 02, 2017, involving the lease of approximately four hundred eighty two (482) usable square feet of storage space in building HG-7, Unit N at the Willmar Municipal Airport located at 6600 Hwy 40, Willmar, MN 56201.

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. NR40020 effective as of the date set forth herein.

1. **RENEWAL TERM** This Lease shall be renewed for a period of three (3) years, commencing July 01, 2023 and continuing through June 30, 2026 ("Renewal Term"), at the same terms and conditions as set forth in the Lease, except as otherwise provided herein.

2. **RENT**

2.1 **Rent Payment** LESSEE shall pay LESSOR rent for the Renewal Term in the sum of three thousand two hundred forty and no/100 dollars (\$3,240.00), payable in equal monthly installments of ninety and no/100 dollars (\$90.00), payable at the end of each calendar month for the term of the lease.

2.2 **Rent Payment Address** LESSEE shall mail or deliver each monthly rent payment at the end of the applicable calendar month to LESSOR at the following address:

City of Willmar  
333 6<sup>th</sup> St. SW  
PO Box 755  
Willmar, MN 56201

3. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

---

**NO ATTACHMENTS**

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:

City of Wilmar.

*LESSOR certifies that the appropriate person(s) have executed the Lease on behalf of LESSOR as required by applicable articles, bylaws, resolutions or ordinances.*

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

LESSEE:

STATE OF MINNESOTA

DEPARTMENT OF ADMINISTRATION

COMMISSIONER

Delegated To:

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

APPROVED:

STATE OF MINNESOTA

DEPARTMENT OF NATURAL RESOURCES

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

RECOMMENDED:

STATE OF MINNESOTA

DEPARTMENT OF NATURAL RESOURCES

By \_\_\_\_\_

Title \_\_\_\_\_ Regional Director

Date \_\_\_\_\_

STATE ENCUMBRANCE VERIFICATION

*Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.*

By \_\_\_\_\_

Date \_\_\_\_\_ 04/11/2023

Contract No. \_\_\_\_\_ 227509



### City Council Action Request

<b>Council Meeting Date:</b>	April 17, 2023	<b>Agenda Item Number:</b>	5.G.
<b>Agenda Section:</b>	Consent Items	<b>Originating Department:</b>	Recreation
<b>Resolution:</b>	Yes	<b>Prepared By:</b>	Rob Baumgarn, Recreation Director
<b>Ordinance:</b>	No	<b>Presented By:</b>	Rob Baumgarn, Recreation Director
<b>Item:</b>	Beverage and Vending Agreement with Viking Coca-Cola Bottling Company/Versa Vending		

**RECOMMENDED ACTION:**

To approve the beverage and vending agreements with Viking Coca-Cola Bottling Company and Versa Vending

**OVERVIEW:**

The beverage and vending agreement for the Civic Center is set to expire in April 2023. Staff sent out requests for services to provide services to the Willmar Civic Center, Civic Center Softball and Baseball Complex, Swansson Field Complex, Community Center, Dorothy Olson Aquatic Center, and Robbins Island for the next 3 years. We received two quotes back. After reviewing the quotes, it is the staff's recommendation to enter into agreements with Viking Coca-Cola Bottling Company and Versa Vending.

**BUDGETARY/FISCAL ISSUES:**

Expenses would vary from each location. City-operated concession stands or vending machine expenses would come out of an individual department's general supply budget.

Viking Coca-Cola Bottling is giving the City of Willmar a one-time contribution in the amount of \$25,000 for advertising rights on the current and any future scoreboards during their 3-year agreement. Viking Coca-Cola Bottling Company will also contribute \$500 in youth products annually and \$500 in escrow for signage at events.

**ALTERNATIVES TO CONSIDER:**

Dont approve the agreement

Make adjustments to the agreement

**ATTACHMENTS:**

1. Resolution for Coca-Cola Agreement
2. City of Willmar Vending Agreement Viking Coca Cola
3. City of Willmar Vending Agreement Versa Vend

**RESOLUTION NO. \_\_\_\_**

**RESOLUTION APPROVING THE BEVERAGE AND VENDING AGREEMENT WITH VIKING COCA-COLA  
BOTTLING COMPANY/ VERSA VENDING**

Motion By:\_\_\_\_\_ Second By:\_\_\_\_\_

BE IT RESOLVED by the City Council of the City of Willmar to approve the beverage and vending agreement with Viking Coca-Cola Bottling Company/ Versa Vending.

Dated this 17th day of April, 2023

\_\_\_\_\_  
Douglas E. Reese, Mayor

Attest:

\_\_\_\_\_  
CITY CLERK



## AGREEMENT

**Viking Coca-Cola Bottling Company**, a Minnesota corporation, ("Viking") and WILLMAR PARKS & RECREATION CIVIC CENTER ("Customer") Agreement effective as of April 3rd, 2023 ("Effective Date").

### RECITALS

- A. Viking manufactures, sells and vends various products in any such form (i.e. liquid, powder, etc.), including without limitation soft drinks, juices, mineral and other waters, isotonic, teas, nonalcoholic beverages, and beverage products (collectively the "Products").
- B. Customer owns and operates a OTHER SPORT VENUE and associated facilities and properties now and later constructed or owned by Customer in the City of WILLMAR, in the state of MN ("Properties")
- C. Customer has requested from Viking a proposal and agreement for exclusive vending, fountain, concession, advertising and marketing rights related to the Products in and around the Properties, as applicable.

### AGREEMENT

In consideration of the parties' mutual promises and covenants in this Agreement and for other good and valuable consideration, the sufficiency of which the parties acknowledge, the parties agree as follows:

1. **Term.** This Agreement will become effective when signed by both parties and the Term shall begin on the Effective Date and will continue for a period of three (3) years or until Customer has purchased the Volume Commitment in paragraph 14(I), whichever occurs last. When used in the Agreement, the term "Year" means each consecutive twelve-month period during the Term, beginning with the first day of the Term.
2. **Consideration.** Viking Coca-Cola agrees to pay a one time payment of \$25,000 in year 1 of the Agreement for sponsorship dollars/advertising fund to cover the term of the agreement. In return, Customer agrees to provide Viking Coca-Cola messaging on scoreboards and elsewhere during the term. Viking Coca-Cola will provide \$500 in youth product donations annually. Viking Coca-Cola will provide \$500 annually in escrow to support signage for community events (banners & wallboards).
3. **Vending Equipment.** Customer gives Viking the exclusive right to place Viking's vending, coolers, dispensing equipment and other equipment necessary to vend, sell and dispense the Products ("Vending Equipment") in locations on all of the Properties. Ownership and title to Vending Equipment, merchandise and supplies shall remain at all times with Viking.

4. **Fountain Equipment.** Customer gives Viking the exclusive right to place Viking's fountain equipment and other equipment necessary to dispense the Products ("Fountain Equipment") in mutually agreeable locations on all of the Properties. Ownership and title to Fountain Equipment, merchandise and supplies shall remain at all times with Viking.
5. **Concession Rights.** Customer gives Viking the exclusive right to supply the "Products" as defined in section A of this Agreement for all concessions at all of the Properties and at all events held on the Properties using concession, Vending Equipment and Fountain Equipment, including but not limited to all coolers, menu boards, premix units, canisters, and other equipment ("Concession Equipment").
6. **Advertising and Marketing Rights.** Customer gives Viking the exclusive right to advertise and market the Products on the Vending Equipment, Fountain Equipment, Concession Equipment and all of Viking's other equipment and advertising materials related to the Products in and around all of the Properties and at all events held at the Properties. Customer will not allow any other equipment of a similar nature or any other form of commercial advertising or marketing for goods or products similar to the Products to be placed in or around any of the Properties during this Agreement's term.
7. **Exclusive Agreement.** The parties expressly acknowledge and agree that the vending, fountain, concession, advertising, marketing and other rights related to the Products granted to Viking pursuant to this Agreement will be exclusive to Viking, and Customer will not allow any other person or entity to exercise such rights on any of the Properties during this Agreement's term. Customer agrees to not solicit, accept, view or entertain any competitive offers during the Term of the Agreement.
8. **Product Purchase.** Customer agrees to purchase from Viking all wholesale "Products" as defined in section A of this Agreement used in or around any of the Properties or at any events held at the Properties during this Agreement's term.
9. **Product Pricing.** See Attachment A. Viking shall be allowed to adjust or charge for taxes, fees, condiments and uncontrollable cost increases including, but not limited to, those imposed by Local, State or Federal Government.

10. **Utilities.** Customer at its sole cost will provide all proper and current code compliant, electrical and any other service connections (including but not limited to, water, water lines and plumbing) necessary to operate the Vending Equipment, Fountain Equipment, Concession Equipment and all of Viking's advertising equipment (any such electrical or service connection, a "Utility" and, collectively, the "Utilities"). Viking is not responsible, in anyway nor at any time, including, but not limited to, for the cost, site plans, permits or anything related to provision of any Utility, including, but not limited to, water lines, plumbing or electrical hook ups to properly operate Viking's Vending Equipment, Fountain Equipment, Concession Equipment or any of Viking's other equipment or advertising materials (collectively, the "Viking Equipment"). Customer will promptly notify Viking of any service interruptions or problems, including Customer's inability to provide all necessary Utilities at the time any Viking Equipment is installed or at any time thereafter (any such incident, a "Service Interruption"), and will provide Viking employees with access to the Viking Equipment promptly following any such Service Interruption. Notwithstanding any delay by Customer in notifying Viking, any Service Interruption as and when it occurs shall constitute a Default under paragraph 10 of this Agreement. The area(s) in which the Vending Equipment, Fountain Equipment, Concession Equipment and any of Viking's other equipment or advertising materials is(are) located will be kept in a clean and sanitary condition by Customer. Customer will not remove or tamper with the Vending Equipment, Fountain Equipment, Concession Equipment or any of Viking's other equipment or advertising materials without the prior written consent of Viking.
11. **Viking's Option to Terminate.** Viking may renegotiate or terminate this Agreement upon thirty (30) days notice or sooner, if Viking's annual net sales from Vending Equipment, Fountain Equipment, Concession Equipment or any other equipment in and around the Properties are less than \$60,064.88 or if Viking's annual sales of wholesale Products at the Properties are less than 2433 Units. Upon this Agreement's termination, Viking may remove the Vending Equipment, Fountain Equipment, Concession Equipment and all of Viking's other equipment and materials from the Properties.
12. **Default.** If either party fails to comply with or perform any material provision or condition of this Agreement (a "Default"), and the defaulting party has failed to cure the Default within sixty (60) days after written notice has been given to the defaulting party which specifies in reasonable detail the nature of such default (or if such noncompliance cannot be reasonably cured within sixty (60) days, the defaulting party has not provided assurances, reasonably satisfactory to the non-defaulting party, that such noncompliance will be cured as soon as reasonably possible), then the non-defaulting party may terminate this Agreement. Upon this Agreement's termination, Viking may remove all of its Vending Equipment, Fountain Equipment, Concession Equipment and all of its other equipment and property from the Properties. Notwithstanding anything in this Agreement to the contrary, if Customer terminates this Agreement for any reason, Customer will immediately pay to Viking the sum of:
- A. the prorated portion of the total money paid to Customer for the total term of the contract. Which will be an amount equal to \$736.11 multiplied by the number of months remaining on this Agreement's term following its effective date of termination, plus

- B. interest on that amount calculated in (A) above at the rate of twelve percent (12%) per annum multiplied by the number of months in which this Agreement was in place before its effective date of termination.

13. **Prevailing Party Attorneys' Fees.** If a party to this Agreement shall bring any action, suit, counterclaim or appeal against any other party, declaratory or otherwise, to enforce the terms hereof or to declare rights hereunder (an "Action"), the non-prevailing party in such Action shall pay to the prevailing party in such Action the prevailing party's reasonable attorney's fees and third-party expenses actually incurred in prosecuting or defending such Action and/or enforcing any judgment, order, ruling or award, including on consent of the parties or otherwise in final settlement of such Action (a "Decision"), granted therein, including such fees and expenses incurred prior to commencement of such Action from and after the non-prevailing party's breach of the Agreement, all of which shall be deemed to have accrued from the commencement of such Action. Any Decision entered into in such Action shall contain a specific provision providing for the recovery of attorneys' fees and third-party expenses actually incurred in obtaining and enforcing such Decision. The court may fix the amount of reasonable attorneys' fees and third-party expenses upon the request of any party. For purposes of this paragraph 13, attorneys' fees shall include, without limitation, fees incurred in connection with (i) post-judgment motions and collection actions, (ii) contempt proceedings, (iii) garnishment, levy and debtor and third-party examination, (iv) discovery and (v) bankruptcy litigation. The terms of this paragraph 13 shall survive expiration of the Term of this Agreement as set forth in paragraph 1 or any earlier termination of this Agreement.

14. **Miscellaneous**

- A. **Entire Agreement.** This Agreement is the parties' entire agreement regarding its subject matter. The parties may not amend this Agreement except in writing signed by both parties.
- B. **Binding Effect.** This Agreement will bind upon and benefit the parties' respective heirs, representatives, successors and assignees.
- C. **Governing Law.** Minnesota law will govern this Agreement.
- D. **Survival.** The invalidity or unenforceability of any provision of this Agreement will not affect or impair the validity of any other provision.
- E. **Counterparts.** The parties may execute this Agreement in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.
- F. **Renewal.** This Agreement shall be automatically renewed at the end of the original term or any subsequent renewal term for a renewal term of three years or the original term length, whichever is greater, unless either party gives written notice to the other of its intention to terminate this Agreement provided such notice is given thirty (30) days prior to the termination date.

- G. **Non-Disclosure.** Neither party shall disclose to any third party without the prior written consent of the other party, any information concerning this Agreement or the transactions contemplated hereby, except for disclosure to any employees, attorneys, accountants and consultants involved in assisting with the negotiation and closing of the contemplated transactions, or unless such disclosure is required by law. A party that makes a permitted disclosure must obtain assurances from the party to whom disclosure is made that such party will keep confidential the information disclosed.
- H. **Titles and Severability.** The titles and headings used herein are merely for convenience and shall not be considered part of the Agreement. If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.
- I. **Volume Commitment.** See Attachment B. Customer agrees that it will purchase 8109 Units during the Term. A "Unit" is defined as a 24-count case of bottles or cans, one premix tank, one gallon of syrup or one box of coffee.

**Attachment A****PRODUCT PRICING**

<b>PACKAGE</b>	<b>WHOLESALE PRICE</b>	<b>OFF INV DISCOUNT</b>
10.1 oz Tum-E Yummies	REGULAR WHOLESALE PRICE	
12 oz Sparkling	REGULAR WHOLESALE PRICE	\$3.35
13.7 oz Dunkin Donuts	REGULAR WHOLESALE PRICE	
14 oz Fairlife	REGULAR WHOLESALE PRICE	\$3.00
16 oz Body Armor 12 Pack	REGULAR WHOLESALE PRICE	
16 oz Monster Energy 24 Pack	REGULAR WHOLESALE PRICE	\$6.00
18.5 oz Gold Peak Tea	REGULAR WHOLESALE PRICE	\$1.00
20 oz Dasani	REGULAR WHOLESALE PRICE	\$16.25
20 oz Powerade 8 Pack	REGULAR WHOLESALE PRICE	\$11.00
20 oz Smart Water	REGULAR WHOLESALE PRICE	\$6.00
20 oz Sparkling	REGULAR WHOLESALE PRICE	\$12.25
20 oz Vitamin Water 12 Pack	REGULAR WHOLESALE PRICE	\$5.25
23 oz cn Peace Tea	REGULAR WHOLESALE PRICE	
700 ml Body Armor Water	REGULAR WHOLESALE PRICE	

## Attachment B

### Definition of a Unit Calculation

	Quantity	Total
10.1 oz Tum-E Yummies	1	2
12 oz Sparkling	50	50
13.7 oz Dunkin Donuts	1	1
14 oz Fairlife	100	200
16 oz Body Armor 12 Pack	100	200
16 oz Monster Energy 24 Pack	60	60
18.5 oz Gold Peak Tea	20	40
20 oz Dasani	200	200
20 oz Powerade 8 Pack	300	300
20 oz Smart Water	100	100
20 oz Sparkling	1200	1200
20 oz Vitamin Water 12 Pack	50	100
23 oz cn Peace Tea	200	200
700 ml Body Armor Water	50	50

Length of Agreement	3 Years
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Total Units during each Agreement term	8109
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The parties have executed this Agreement as of the Effective Date.

**VIKING:**

**Viking Coca-Cola Bottling Company**



By \_\_\_\_\_  
Michael J. Faber, CEO

On \_\_\_\_\_ April 3rd, 2023  
(Date)

**BUSINESS:**

**Legal Business Name: WILLMAR PARKS & RECREATION CIVIC CENTER**

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Its \_\_\_\_\_  
(Title)

On \_\_\_\_\_  
(Date)

**\*\*This contract is valid if signed by the Customer before May 4th, 2023.\*\***



## AGREEMENT

**Versa Vend Vending, Inc.**, a Minnesota corporation d/b/a First Choice Food & Beverage Solutions, ("First Choice") and WILLMAR PARKS & RECREATION CIVIC CENTER ("Customer") Agreement effective as of April 3rd, 2023 ("Effective Date").

### RECITALS

- A. First Choice manufactures, sells and vends various beverage and food products in any such form (i.e. liquid, powder, etc.), including without limitation soft drinks, juices, mineral and other waters, isotonic, teas, nonalcoholic beverages, candies, snacks and other food and beverage products (collectively the "Products").
- B. Customer owns and operates a OTHER SPORT VENUE and associated facilities and properties now and later constructed or owned by Customer in the City of WILLMAR, in the state of MN ("Properties")
- C. Customer has requested from First Choice a proposal and agreement for exclusive vending, fountain, concession, advertising and marketing rights related to the Products in and around the Properties, as applicable.

### AGREEMENT

In consideration of the parties' mutual promises and covenants in this Agreement and for other good and valuable consideration, the sufficiency of which the parties acknowledge, the parties agree as follows:

- 1. **Term.** This Agreement will become effective when signed by both parties and the Term shall begin on the Effective Date and will continue for a period of three (3) years or until Customer has purchased the Volume Commitment in paragraph 14(I), whichever occurs last. When used in the Agreement, the term "Year" means each consecutive twelve-month period during the Term, beginning with the first day of the Term.
- 2. **Consideration.**
- 3. **Vending Equipment.** Customer gives First Choice the exclusive right to place First Choice's vending, coolers, dispensing equipment and other equipment necessary to vend, sell and dispense the Products ("Vending Equipment") in locations on all of the Properties. Ownership and title to Vending Equipment, merchandise and supplies shall remain at all times with First Choice.
- 4. **Fountain Equipment.** Customer gives First Choice the exclusive right to place First Choice's fountain equipment and other equipment necessary to dispense the Products ("Fountain Equipment") in mutually agreeable locations on all of the Properties. Ownership and title to Fountain Equipment, merchandise and supplies shall remain at all times with First Choice.

5. **Concession Rights.** Customer gives First Choice the exclusive right to supply the "Products" as defined in section A of this Agreement for all concessions at all of the Properties and at all events held on the Properties using concession, Vending Equipment and Fountain Equipment, including but not limited to all coolers, menu boards, premix units, canisters, and other equipment ("Concession Equipment").
6. **Advertising and Marketing Rights.** Customer gives First Choice the exclusive right to advertise and market the Products on the Vending Equipment, Fountain Equipment, Concession Equipment and all of First Choice's other equipment and advertising materials related to the Products in and around all of the Properties and at all events held at the Properties. Customer will not allow any other equipment of a similar nature or any other form of commercial advertising or marketing for goods or products similar to the Products to be placed in or around any of the Properties during this Agreement's term.
7. **Exclusive Agreement.** The parties expressly acknowledge and agree that the vending, fountain, concession, advertising, marketing and other rights related to the Products granted to First Choice pursuant to this Agreement will be exclusive to First Choice, and Customer will not allow any other person or entity to exercise such rights on any of the Properties during this Agreement's term. Customer agrees to not solicit, accept, view or entertain any competitive offers during the Term of the Agreement.
8. **Product Purchase.** Customer agrees to purchase from First Choice all wholesale "Products" as defined in section A of this Agreement used in or around any of the Properties or at any events held at the Properties during this Agreement's term.
9. **Product Pricing.** See Attachments A and B. First Choice shall be allowed to adjust or charge for taxes, fees, condiments and uncontrollable cost increases including, but not limited to, those imposed by Local, State or Federal Government.

10. **Utilities.** Customer at its sole cost will provide all proper and current code compliant, electrical and any other service connections (including but not limited to, water, water lines and plumbing) necessary to operate the Vending Equipment, Fountain Equipment, Concession Equipment and all of First Choice's advertising equipment (any such electrical or service connection, a "Utility" and, collectively, the "Utilities"). First Choice is not responsible, in anyway nor at any time, including, but not limited to, for the cost, site plans, permits or anything related to provision of any Utility, including, but not limited to, water lines, plumbing or electrical hook ups to properly operate First Choice's Vending Equipment, Fountain Equipment, Concession Equipment or any of First Choice's other equipment or advertising materials (collectively, the "First Choice Equipment"). Customer will promptly notify First Choice of any service interruptions or problems, including Customer's inability to provide all necessary Utilities at the time any First Choice Equipment is installed or at any time thereafter (any such incident, a "Service Interruption"), and will provide First Choice employees with access to the First Choice Equipment promptly following any such Service Interruption. Notwithstanding any delay by Customer in notifying First Choice, any Service Interruption as and when it occurs shall constitute a Default under paragraph 10 of this Agreement. The area(s) in which the Vending Equipment, Fountain Equipment, Concession Equipment and any of First Choice's other equipment or advertising materials is(are) located will be kept in a clean and sanitary condition by Customer. Customer will not remove or tamper with the Vending Equipment, Fountain Equipment, Concession Equipment or any of First Choice's other equipment or advertising materials without the prior written consent of First Choice.
11. **First Choice's Option to Terminate.** First Choice may renegotiate or terminate this Agreement upon thirty (30) days notice or sooner, if First Choice's annual net sales from Vending Equipment, Fountain Equipment, Concession Equipment or any other equipment in and around the Properties are less than \$1,946.70 or if First Choice's annual sales of wholesale Products at the Properties are less than 31 Units. Upon this Agreement's termination, First Choice may remove the Vending Equipment, Fountain Equipment, Concession Equipment and all of First Choice's other equipment and materials from the Properties.
12. **Default.** If either party fails to comply with or perform any material provision or condition of this Agreement (a "Default"), and the defaulting party has failed to cure the Default within sixty (60) days after written notice has been given to the defaulting party which specifies in reasonable detail the nature of such default (or if such noncompliance cannot be reasonably cured within sixty (60) days, the defaulting party has not provided assurances, reasonably satisfactory to the non-defaulting party, that such noncompliance will be cured as soon as reasonably possible), then the non-defaulting party may terminate this Agreement. Upon this Agreement's termination, First Choice may remove all of its Vending Equipment, Fountain Equipment, Concession Equipment and all of its other equipment and property from the Properties.

13. **Prevailing Party Attorneys' Fees.** If a party to this Agreement shall bring any action, suit, counterclaim or appeal against any other party, declaratory or otherwise, to enforce the terms hereof or to declare rights hereunder (an "Action"), the non-prevailing party in such Action shall pay to the prevailing party in such Action the prevailing party's reasonable attorney's fees and third-party expenses actually incurred in prosecuting or defending such Action and/or enforcing any judgment, order, ruling or award, including on consent of the parties or otherwise in final settlement of such Action (a "Decision"), granted therein, including such fees and expenses incurred prior to commencement of such Action from and after the non-prevailing party's breach of the Agreement, all of which shall be deemed to have accrued from the commencement of such Action. Any Decision entered into in such Action shall contain a specific provision providing for the recovery of attorneys' fees and third-party expenses actually incurred in obtaining and enforcing such Decision. The court may fix the amount of reasonable attorneys' fees and third-party expenses upon the request of any party. For purposes of this paragraph 13, attorneys' fees shall include, without limitation, fees incurred in connection with (i) post-judgment motions and collection actions, (ii) contempt proceedings, (iii) garnishment, levy and debtor and third-party examination, (iv) discovery and (v) bankruptcy litigation. The terms of this paragraph 13 shall survive expiration of the Term of this Agreement as set forth in paragraph 1 or any earlier termination of this Agreement.

14. **Miscellaneous**

- A. **Entire Agreement.** This Agreement is the parties' entire agreement regarding its subject matter. The parties may not amend this Agreement except in writing signed by both parties.
- B. **Binding Effect.** This Agreement will bind upon and benefit the parties' respective heirs, representatives, successors and assignees.
- C. **Governing Law.** Minnesota law will govern this Agreement.
- D. **Survival.** The invalidity or unenforceability of any provision of this Agreement will not affect or impair the validity of any other provision.
- E. **Counterparts.** The parties may execute this Agreement in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.
- F. **Renewal.** This Agreement shall be automatically renewed at the end of the original term or any subsequent renewal term for a renewal term of three years or the original term length, whichever is greater, unless either party gives written notice to the other of its intention to terminate this Agreement provided such notice is given thirty (30) days prior to the termination date.

- G. **Non-Disclosure.** Neither party shall disclose to any third party without the prior written consent of the other party, any information concerning this Agreement or the transactions contemplated hereby, except for disclosure to any employees, attorneys, accountants and consultants involved in assisting with the negotiation and closing of the contemplated transactions, or unless such disclosure is required by law. A party that makes a permitted disclosure must obtain assurances from the party to whom disclosure is made that such party will keep confidential the information disclosed.
- H. **Titles and Severability.** The titles and headings used herein are merely for convenience and shall not be considered part of the Agreement. If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.
- I. **Volume Commitment.** See Attachment C. Customer agrees that it will purchase 102 Units during the Term. A "Unit" is defined as a 24-count case of bottles or cans, one premix tank, one gallon of syrup or one box of coffee.

**Attachment A**

<b>ITEM</b>	<b>VEND PRICE</b>
1.5OZPLPCN1X40 EXEC BLEND OB	REGULAR WHOLESALE PRICE
2LBPLPCN12X2 ARMADA HOT COCO	REGULAR WHOLESALE PRICE
2LBPLPCN1X6 FR VANILLA CAPP	REGULAR WHOLESALE PRICE
2LBPLPCN1X6 SALTED CARAMEL CAPPUCCINO	REGULAR WHOLESALE PRICE

**Attachment B****PRODUCT PRICING**

<b>PACKAGE</b>	<b>WHOLESALE PRICE</b>	<b>OFF INV DISCOUNT</b>
1.5OZPLPCN1X40 EXEC BLEND OB	REGULAR WHOLESALE PRICE	\$9.00
2LBPLPCN12X2 ARMADA HOT COCO	REGULAR WHOLESALE PRICE	\$20.00
2LBPLPCN1X6 FR VANILLA CAPP	REGULAR WHOLESALE PRICE	\$12.00
2LBPLPCN1X6 SALTED CARAMEL CAPPUCCINO	REGULAR WHOLESALE PRICE	\$12.00

## Attachment C

### Definition of a Unit Calculation

	Quantity	Total
1.5OZPLPCN1X40 EXEC BLEND OB	15	15
2LBPLPCN12X2 ARMADA HOT COCO	10	10
2LBPLPCN1X6 FR VANILLA CAPP	6	6
2LBPLPCN1X6 SALTED CARAMEL CAPPUCCINO	3	3

Length of Agreement	3 Years
---------------------	---------

Total Units during each Agreement term	102
--	-----



The parties have executed this Agreement as of the Effective Date.

**FIRST CHOICE:**

**First Choice Food & Beverage Solutions**



By \_\_\_\_\_  
Michael J. Faber, CEO

On \_\_\_\_\_ April 3rd, 2023  
(Date)

**BUSINESS:**

**Legal Business Name: WILLMAR PARKS & RECREATION CIVIC CENTER**

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Its \_\_\_\_\_  
(Title)

On \_\_\_\_\_  
(Date)

**\*\*This contract is valid if signed by the Customer before May 4th, 2023.\*\***



### City Council Action Request

<b>Council Meeting Date:</b>	April 17, 2023	<b>Agenda Item Number:</b>	5.H.
<b>Agenda Section:</b>	Consent Items	<b>Originating Department:</b>	City Clerk
<b>Resolution:</b>	No	<b>Prepared By:</b>	Judy Thompson, City Clerk
<b>Ordinance:</b>	No	<b>Presented By:</b>	Judy Thompson, City Clerk
<b>Item:</b>	Willmar High School Trap Team Lawful Gambling Application		

**RECOMMENDED ACTION:**

Approve Willmar High School Trap Team Lawful Gambling Application

**OVERVIEW:**

**BUDGETARY/FISCAL ISSUES:**

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. Willmar High School Trap Team Gambling Application

MINNESOTA LAWFUL GAMBLING  
**LG220 Application for Exempt Permit**

4/22  
Page 1 of 4

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: Willmar High School Trap Team Previous Gambling Permit Number: X- 94147-22-004  
Minnesota Tax ID Number, if any: \_\_\_\_\_ Federal Employer ID Number (FEIN), if any: 82-2235006  
Mailing Address: 1416 12<sup>th</sup> Ave NE  
City: Willmar State: MN Zip: 56201 County: Kandiyohi  
Name of Chief Executive Officer (CEO): \_\_\_\_\_  
CEO Daytime Phone: 320-295-4835 CEO Email: dromeara@hotmail.com  
(permit will be emailed to this email address unless otherwise indicated below)  
Email permit to (if other than the CEO): heidi.m.olson@gmail.com

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- ☐ **A current calendar year Certificate of Good Standing**  
Don't have a copy? Obtain this certificate from:  
MN Secretary of State, Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103  
Secretary of State website, phone numbers:  
[www.sos.state.mn.us](http://www.sos.state.mn.us)  
651-296-2803, or toll free 1-877-551-6767
- ☒ **IRS income tax exemption (501(c)) letter in your organization's name**  
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
If your organization falls under a parent organization, attach copies of both of the following:  
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and  
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Willmar Trap Range

Physical Address (do not use P.O. box): 3000 75<sup>th</sup> St SW

Check one: ☒ City: Willmar Zip: 56201 County: Kandiyohi

☐ Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date(s) of activity (for raffles, indicate the date of the drawing): May 21<sup>st</sup> 2023

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**

**CITY APPROVAL  
for a gambling premises  
located within city limits**

- ☒ The application is acknowledged with no waiting period.  
☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).  
☐ The application is denied.

Print City Name: City of Willmar

Signature of City Personnel:

Judy R. Thompson

Title: City Clerk Date: 4-7-2023

**The city or county must sign before  
submitting application to the  
Gambling Control Board.**

**COUNTY APPROVAL  
for a gambling premises  
located in a township**

- ☐ The application is acknowledged with no waiting period.  
☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.  
☐ The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**TOWNSHIP (if required by the county)**

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Daniel O'Meara Date: 4-29-23  
(Signature must be CEO's signature; designee may not sign)

Print Name: DANIEL O'MEARA

**REQUIREMENTS**

**Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

**Financial report to be completed within 30 days after the gambling activity is done:**

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

**MAIL APPLICATION AND ATTACHMENTS**

**Mail application with:**

- \_\_\_\_\_ a copy of your proof of nonprofit status; and
- \_\_\_\_\_ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

**To:** Minnesota Gambling Control Board  
 1711 West County Road B, Suite 300 South  
 Roseville, MN 55113

**Questions?**

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

**Data privacy notice:** The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

*An equal opportunity employer*



### City Council Action Request

<b>Council Meeting Date:</b>	April 17, 2023	<b>Agenda Item Number:</b>	5.I.
<b>Agenda Section:</b>	Consent Items	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	Yes	<b>Prepared By:</b>	Brittany Searle, Administrative Assistant
<b>Ordinance:</b>	No	<b>Presented By:</b>	Judy Thompson, City Clerk
<b>Item:</b>	Consider A Resolution Authorizing Signers for Investment Documents		

**RECOMMENDED ACTION:**

Approve Resolution to update signers for investment documents.

**OVERVIEW:**

Update the existing resolution to include the City Operations Director and change Account Supervisor to Assistant Finance Director.

**BUDGETARY/FISCAL ISSUES:**

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. Resolution- Authorized Signers for Investment Documents

**Resolution No.**\_\_\_\_\_

**Authorize Signers for Investment Documents**

Motion By:\_\_\_\_\_ Second By:\_\_\_\_\_

WHEREAS the City of Willmar desires to name the City Administrator, City Operations Director, Finance Director, and Assistant Finance Director as signatories for investment documents.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Willmar that the City Administrator, City Operations Director, Finance Director, and Assistant Finance Director be authorized to sign for investment documents.

Dated this 17th day of April 2023

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



## City of Willmar

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### City Council Action Request

<b>Council Meeting Date:</b>	April 17, 2023	<b>Agenda Item Number:</b>	5.J.
<b>Agenda Section:</b>	Consent Items	<b>Originating Department:</b>	Planning and Development
<b>Resolution:</b>	No	<b>Prepared By:</b>	
<b>Ordinance:</b>	No	<b>Presented By:</b>	
<b>Item:</b>	Building Report March 2023		

**RECOMMENDED ACTION:**

**OVERVIEW:**

**BUDGETARY/FISCAL ISSUES:**

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. March 2023

Issued Dates: 3/1/2023 to 3/31/2023

Report Name: Monthly External Permits Report

Permit Type(s): Building, Mechanical, Plumbing

## City of Willmar Monthly External Permits Report

Printed: 4/4/2023

Page: 1

Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI031980	3/8/2023	Trevino/Ricardo/Sr 2501 Williams Pkwy SW	95-715-0910 Lot 1, Block 1 Southgate Addition	Reroofing Residential Add/Alter	Residential Reroof	\$13,000.00	\$36.50
WI032452	3/3/2023	Mejia/Mary J & Wilmer 519 13th St SE	95-184-0980 Lot 8, Block 7 Erickson`s Third Addition	Single Family Replace	Water Heater Replacement	\$2,400.00	\$26.00
WI032453	3/3/2023	Prime Real Estate Holdings LLC 137 Benson Ave SE	95-630-0280 Block 2 Paulson & Sunde`s Subd Of Lot D Eastern Ad	Commercial/Ind New	New Automotive Repair Shop	\$0.00	\$1.00
WI032454	3/6/2023	Center Care Inc 619 Trott Ave SW	95-501-0020 Lot 2, Block 1 Mathew Timothy House	Single Family Replace	Gas Furnace & A/C Replacement	\$9,600.00	\$1.00
WI032457	3/6/2023	Center Care Inc 621 Trott Ave SE	95-501-0010 Lot 2, Block 1 Mathew Timothy House	Single Family Replace	Gas Furnace & A/C Replacement	\$9,600.00	\$1.00
WI032458	3/1/2023	Searcy/Deborah K 1201 7th St SW	95-480-0340 Lot 14, Block 2 Leary`s Addition	Single Family Replace	Gas Furnace Replacement	\$4,400.00	\$31.00
WI032461	3/3/2023	Curtiss/Randall J & Rachel K 1517 15th St SW	95-922-7515	Single Family Replace	Gas Furnace & A/C Replacement	\$9,974.00	\$56.00
WI032462	3/1/2023	S N P Properties, LLC 1613 Lakeland Dr SE	95-675-0020 Lot 2, Block 1 Pierskalla Addition	Reroofing Commercial Add/Alter	Commercial Reroof	\$7,500.00	\$141.00
WI032463	3/1/2023	Lieske/James B 1031 Willmar Ave SW	95-270-0020 Lot 2 Halverson`s Addition	Single Family Replace	Gas Furnace Replacement	\$6,537.00	\$31.00
WI032464	3/1/2023	Gillitzer/Michael 516 Lakeland Dr SE	95-184-1520 Block 10 Erickson`s Third Addition	Siding Residential Add/Alter	Residential Reside	\$17,748.00	\$58.87
WI032465	3/20/2023	Gonzalez/Luz Maria 401 25th St SE	95-668-4430 Lot 3, Block 1 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	\$12,000.00	\$36.00
WI032466	3/1/2023	Hamann Trust/Darold 2301 Hwy 12 W	95-916-2895	Alteration Commercial Add/Alter	Existing Cell Tower Upgrade	\$15,000.00	\$378.34



Issued Dates: 3/1/2023 to 3/31/2023

Report Name: Monthly External Permits Report

Permit Type(s): Building, Mechanical, Plumbing

# City of Willmar

## Monthly External Permits Report

Printed: 4/4/2023

Page: 2

Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI032467	3/3/2023	Skindeliien/Jody & Janel 1817 23rd Ave SW	95-885-4000 Lot 9, Block 4 Yorktown Estates	Single Family Replace	Gas Furnace Replacement	\$4,367.00	\$31.00
WI032468	3/2/2023	Hofland/Shanna & Aaron 1106 3rd St SW	95-280-1420 Block 8 Hanson's Addition To Willmar	Single Family Replace	Water Heater Replacement	\$3,217.00	\$26.00
WI032469	3/2/2023	Gill/Lyle A & Lisa 2217 Country Club Dr NE	95-137-0122 Block 1 Country Club Terrace	Siding Residential Add/Alter	Residential Reside	\$20,165.00	\$60.08
WI032470	3/2/2023	Emery/Jennifer 3100 Eagle Ridge Dr E	95-148-0610 Lot 19, Block 3 Eagles Landing	Siding Residential Add/Alter	Residential Reside	\$17,495.00	\$58.75
WI032471	3/2/2023	Swift/Gerald L & Donna G 1025 Elizabeth Ave SE	95-914-1160	Siding Residential Add/Alter	Residential Reside	\$7,349.00	\$53.67
WI032472	3/2/2023	Karyssa Christianson 809 Lakeland Dr SE	95-913-0020	Single Family Replace	Boiler replacement	\$12,400.00	\$31.00
WI032473	3/15/2023	City Of Willmar 515 2nd St SW	95-006-1400  First Addition To The Town Of Willmar	Alteration Commercial Add/Alter	Cell Tower Upgrades	\$59,000.00	\$818.25
WI032474	3/3/2023	United Parcel Service, Inc 2020 Trott Ave W	95-890-0280  Zimmer's West Heights Addition	Commercial/Ind Replace	Unit heater replacement	\$12,680.00	\$133.14
WI032475	3/3/2023	Alvarez/Dulce 213 Minnesota Ave SW	95-006-1620 Block 68 First Addition To The Town Of Willmar	Drainage system Residential Add/Alter	new drainage system and wall bracing	\$16,498.00	\$8.25
WI032476	3/3/2023	Winnie Willmar, LLC 1901 1st St S	95-323-0010  Highway Commercial Tract	Commercial/Ind Alt/Remodel	Remodel Existing Building to TJ MAXX	\$0.00	\$143.00
WI032477	3/13/2023	Taunton Enterprises, LLC 1118 Hwy 12 E	95-914-1930	Commercial/Ind Replace	Installation of makup air handler unit	\$40,294.00	\$423.09
WI032478	3/8/2023	Winnie Willmar, LLC 1901 1st St S	95-323-0010  Highway Commercial Tract	Commercial/Ind Replace	Replace roof top units	\$360,000.00	\$3,780.00

Issued Dates: 3/1/2023 to 3/31/2023

Report Name: Monthly External Permits Report

Permit Type(s): Building, Mechanical, Plumbing

## City of Willmar Monthly External Permits Report

Printed: 4/4/2023

Page: 3

Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI032479	3/10/2023	Caffin/Bryan/& Halee Sletta 906 4th St SW	95-280-0230 Block 2 Hanson's Addition To Willmar	Finish Basement Residential Add/Alter	Basement remodel	\$1,600.00	\$52.25
WI032480	3/13/2023	Evink/Ross R & Amy L 3026 Eagle Ridge Dr W	95-148-1620 Lot 2, Block 6 Eagles Landing	Reroofing Residential Add/Alter	Commercial Reroof	\$33,450.00	\$46.73
WI032481	3/23/2023	Center Care Inc 312 10th St SW	95-003-4150 Block 37 Willmar, Town Of (Original)	Single Family Replace	A/C Replacement	\$3,000.00	\$26.00
WI032482	3/16/2023	Fraser/Debra A & John 300 26th Ave SW	95-683-0720 Lot 22, Block 5 Portland Acres 3rd Addition	Reroofing Residential Add/Alter	Residential Reroof	\$7,234.00	\$33.62
WI032484	3/16/2023	Kalkbrenner/Joyce L 3232 Eagle Ridge Dr W	95-149-0200 Lot 1, Block 1 Eagles Landing Twin Addition	Single Family Replace	Gas Furnace Replacement	\$5,885.00	\$31.00
WI032486	3/17/2023	Reed/William 527 Ann St SE	95-222-0370 Lot 7, Block 3 Ferrings 2nd Addition	Drainage system Residential Add/Alter		\$20,700.00	\$10.35
WI032487	3/20/2023	Brabender/Caitlin 726 Mary Ave SE	95-914-2070	Single Family Replace	Water Heater Replacement	\$1,699.00	\$26.00
WI032488	3/21/2023	Kandiyohi County - Wccs 617 18th St SE	95-843-0110 Lot 1, Block 2 Welshire Addition	Single Family Replace	Gas Furnace Replacement	\$2,000.00	\$31.00
WI032489	3/21/2023	Anariba/Manuel L& Juan 717 Olena Ave SE	95-662-0190 Lot 19, Block 1 Perkins 2nd Addition	Reroofing Residential Add/Alter	Residential Reroof	\$8,193.00	\$34.10
WI032492	3/23/2023	Bengtson/Sharon D 1217 9th St SE	95-670-0250 Lot 5, Block 2 Pleasant View Addition	Reroofing Residential Add/Alter	Residential Reroof	\$13,429.00	\$36.71
WI032493	3/23/2023	Diaz/Anna & Guadalupe 1803 13th St SE	95-143-0330 Lot 13, Block 2 Dana Heights	Reroofing Residential Add/Alter	Residential Reroof	\$8,336.00	\$34.17

Issued Dates: 3/1/2023 to 3/31/2023  
 Report Name: Monthly External Permits Report  
 Permit Type(s): Building, Mechanical, Plumbing

## City of Willmar

### Monthly External Permits Report

Printed: 4/4/2023  
 Page: 4

Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI032494	3/23/2023	Mattson/Stephen & Norma 809 11th Ave SE	95-230-0180 Block 1 Gesch Addition	Reroofing Residential Add/Alter	Residential Reroof	\$7,626.00	\$33.81
WI032495	3/23/2023	Peh/Hop 2401 8th St SW	95-682-0210 Block 3 Portland Acres 2nd Addition	Reroofing Residential Add/Alter	Residential Reroof	\$12,709.00	\$36.35
WI032496	3/23/2023	Minnick/Aaron J & Sarah R 1212 9th St SE	95-670-0040 Lot 4, Block 1 Pleasant View Addition	Reroofing Residential Add/Alter	Residential Reroof	\$9,403.00	\$34.70
WI032498	3/23/2023	Martinez/Juana Chavez 908 Pleasant View Dr SE	95-671-0860 Lot 6, Block 5 Pleasant View Second Addition	Reroofing Residential Add/Alter	Residential Reroof	\$17,795.00	\$38.90
WI032499	3/23/2023	Johnson/Jo A & Mitchell 801 19th St SE	95-843-0340 Lot 4, Block 4 Welshire Addition	Reroofing Residential Add/Alter	Residential Reroof	\$10,768.00	\$35.38
<b>Count: 40</b>						<b>Totals:</b>	<b>\$825,051.00</b>
<b>Year-to-Date Summary (1/1/2023 through 3/31/2023)</b>							
<b>Count: 129</b>						<b>YTD Totals:</b>	<b>\$5,918,141.00</b>



### City Council Action Request

<b>Council Meeting Date:</b>	April 17, 2023	<b>Agenda Item Number:</b>	9.A.
<b>Agenda Section:</b>	Public Hearing:	<b>Originating Department:</b>	Planning and Development
<b>Resolution:</b>	No	<b>Prepared By:</b>	Justice Walker, Planning and Development Director
<b>Ordinance:</b>	Yes	<b>Presented By:</b>	Justice Walker, Planning and Development Director
<b>Item:</b>	Public Hearing - Tevalon Rezone		

**RECOMMENDED ACTION:**

Staff is recommending to approve, assign a number, and to publish the ordinance.

**OVERVIEW:**

This lot has been used to store cars for the adjacent car dealership. Since this is a residential lot, it cannot be used for excessive car storage. Staff recommended rezoning the property since it will function as overflow for the car lot.

**BUDGETARY/FISCAL ISSUES:**

None

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. Tevalon Rezone Ordinance

**ORDINANCE NO.**  
**THE WILLMAR ZONING**  
**ORDINANCE**

The City of Willmar does ordain as follows:

SECTION 1. Zoning Change. The Zoning Ordinance and Zoning Map for the City of Willmar are hereby amended to rezone the following property from R2(One and Two Family Residential) to GB (General Business):

**702 Litchfield Ave SE**  

<b>Sect</b>	<b>Twp</b>	<b>Range</b>	<b>Lot</b>	<b>Block</b>
<b>14</b>	<b>119</b>	<b>35</b>	<b>0</b>	<b>3</b>

**FERRING'S ADDITION**  
**LOTS 1 & 2 & N'LY 1/2 OF VACATED ALLEY ADJ**  
**S'LY LOT LINE OF LOTS 1 & 2 EXC R-O-W.**

SECTION 2. Effective Date. This Ordinance shall be effective from and after its adoption and second publication.

This Ordinance introduced by Council Member Fagerlie

This Ordinance was introduced on: April 3, 2023

This Ordinance published on: April 8, 2023

This Ordinance given a hearing on: \_\_\_\_\_

This Ordinance adopted on: \_\_\_\_\_

This Ordinance published on: \_\_\_\_\_



### City Council Action Request

<b>Council Meeting Date:</b>	April 17, 2023	<b>Agenda Item Number:</b>	10.A.
<b>Agenda Section:</b>	Regular Business	<b>Originating Department:</b>	Recreation
<b>Resolution:</b>	No	<b>Prepared By:</b>	Rob Baumgarn, Recreation Director
<b>Ordinance:</b>	No	<b>Presented By:</b>	Rob Baumgarn, Recreation Director
<b>Item:</b>	Country Music Festival 2023		

**RECOMMENDED ACTION:**

Instruct staff to develop a new lease agreement for the 2023 Country Music Festival

**OVERVIEW:**

City staff was approached by Mr. Peppin (Studio 38) about hosting a country music festival at Robbins Island on August 4th and 5th, 2023. Set-up for the event would be on August 3rd and clean-up would be on Aug 6th. The festival would have local country bands as opening acts and would have several country artists performing as the main acts. There will be alcohol served on site. Studio 38 held a country music event on September 10th, 2022. Their lease agreement included an estimated staff fee of \$12,000 for city services (Police), a \$500 non-refundable shelter rental fee for all of the rentable structures at Robbins Island, A \$10,000 refundable damage deposit that may be used for any city expenses incurred over and above the staffing fees of \$12,000. A \$1.00 per ticket fee would be applied to the first 5,000 tickets issued, given, or otherwise distributed for the event. Also, part of the lease includes all costs associated with the event that would be for the tenant to cover. This includes, but is not excluded, insurance, city/state permits, sanitation requirements, licensed security staff, and turf restoration (if damaged).

**BUDGETARY/FISCAL ISSUES:**

**2022 costs associated with the event:**

Willmar Police Department: \$7,061.47

Willmar Fire Department: \$462.80 (10 hours at \$46.28)

Willmar Public Works: \$490.24 (8 staff hours at \$46.28= \$370.24, Equipment Expense \$120.00)

Willmar Administration and Legal: \$8,000

Shelter Rentals: \$500.00

Ticket Surcharge: \$315.00 (\$1.00 per ticket- 315 tickets)

**Total Cost of Staffing and Fees:**

**\$16,829.51**

**ALTERNATIVES TO CONSIDER:**

Deny the request to hold the event  
Limit the number of days the event can be held

**ATTACHMENTS:**

None



### City Council Action Request

<b>Council Meeting Date:</b>	April 17, 2023	<b>Agenda Item Number:</b>	10.B.
<b>Agenda Section:</b>	Regular Business	<b>Originating Department:</b>	Human Resources
<b>Resolution:</b>	No	<b>Prepared By:</b>	Amy Wilson, Administrative Assistant
<b>Ordinance:</b>	No	<b>Presented By:</b>	LuAnn Sietsema, HR Director
<b>Item:</b>	Motion to Approve Employee Policies reviewed/revised April 2023		

**RECOMMENDED ACTION:**

Motion to approve the 2nd half of the updated Personnel Policy Handbook and referenced policy changes.

**OVERVIEW:**

On March 20, 2023, the Council approved the first half of the updated Personnel Policy Handbook and referenced policy changes. This is the second half of the Willmar Personnel Policy Handbook, including various policies referenced within this section.

**BUDGETARY/FISCAL ISSUES:**

None

**ALTERNATIVES TO CONSIDER:**

Additions or revisions changes if needed

**ATTACHMENTS:**

1. 2nd half Review and Revisions Employee Handbook 2023
2. 2023 Section 2 Personnel Policy Handbook
3. Drug & Alcohol Testing Policy - CDL w Mark ups
4. Drug & Alcohol Testing Policy - Non CDL w Mark-ups
5. Military Leave Policy 2023 Draft



## Human Resources Handbook and Policy Review and Revisions 2023 (2nd Section)

	Add/Remove		** changed he, she, him, her to them or they throughout
<u>Handbook</u>	<u>Review/Revised</u>	<u>Date</u>	<u>Changes</u>
Vacation Leave - Pg 28	Revise	Apr-23	Added sentence before leave schedule
			Added language from LMC template under "Earnings/Use"
Vacation Payout on Separation - Pg 29	Revise	Apr-23	Removed "3 lump sum payments over 3 years" language
Funeral Leave -Pg 29	Added	Apr-23	Added language from LMC template
Unpaid Leave - Pg 29, 30	Added	Apr-23	Added language from LMC template
Military Leave - Pg 30	Added	Apr-23	Added language from LMC template
Victim or Witness Leave - Pg 31	Added	Apr-23	Added language from LMC template
Job Related Injury or Illness - Pg 31	Revise	Apr-23	Put full stand alone policy in Handbook - delete link
School Conference Leave - Pg 33	Added	Apr-23	Added language from LMC template
Elections/Voting - Pg 33	Added	Apr-23	Added language from LMC template
Delegates to Party Conventions Pg 34	Added	Apr-23	Added language from LMC template
Family & Medical Leave Act - Pg 34-41	Added	Apr-23	Added language from LMC template & put full policy in
Parental Leave of Absence - Pg 41	Remove	Apr-23	Addressed in FMLA stand alone Policy
Reasonable Unpaid work time for Nursing Mothers	Added	Apr-23	Added language from LMC template
Pregnancy - Pg 42	Revised	Apr-23	Added language from LMC template
Emergency Leave - Pg 43	Remove	Apr-23	Not in LMC Template
Sexual Harassment Prevention	Remove	Apr-23	LMC stated/Atty Agreed - only need EITHER this or
			Respectful Workplace Policy not both - removed Sexual Harassment
Respectful Workplace - Pg 45-50	Added	Apr-23	Full Respectful Workplace policy in Handbook
			(Removed previous wording that was in Handbook)
Discipline - Pg 52			
Employee Education & Trng - Pg 53			
Job Related training & Conferences Pg 54-55	Added	Apr-23	Added language from LMC template
Travel & Meal Allowance - Pg 55	Added	Apr-23	Added language from LMC template
Outside Employment - Pg 56-57	Added	Apr-23	Put full policy in Handobook - No stand alone policy
Cellular Phone Use - Pg 58-59			
General Policy	Added	Apr-23	Added language from LMC template
<u>Policy</u>			
Military Leave Policy	Added	Apr-23	Added language from LMC template
Military Leave for Family member Injured or killed in Active Service			
Drug and Alcohol Testing for Commercial Drivers	Revised	Aug-23	Updates to language to remove "Controlled Substance" to "Drug"
Drug and Alcohol Testing for Non-Commercial Drivers	Revised	Aug-23	Per new language in MN statutes as of August 2023
			<b>Drug:</b> Includes any "controlled substance" as defined in Minn. Stat. § 152.01, subd. 4, and also includes all cannabinoids, including those that are lawfully available for public consumption that do not otherwise qualify as being a "controlled substance" as defined in Minn. Stat. § 152.01, subd. 4.

restrictions or an employee's ability to work. The City will arrange and pay for an appropriate medical evaluation when it is required by the City.

Any employee who makes a false claim for sick leave will be subject to discipline up to and including termination.

Employees must normally use sick leave prior to using paid vacation, or compensatory time and prior to an unpaid leave of absence during a medical leave.

Sick leave will normally not be approved after an employee gives notice that he or she will be terminating employment. Exceptions must be approved by the ~~city administrator~~ City Administrator.

Sick leave cannot be transferred from one employee to another except in the case of approved sick leave donations (see full [Sick Leave Donation Policy](#)). For employees with less than seven (7) years of continuous employment, earned sick leave has no cash value upon termination or retirement. For employees with seven (7) or more years of continuous employment, see full [Sick Leave Upon Separation Policy](#).

### Vacation Leave

The City believes that vacation is important to the health and well-being of our employees and as such, provides paid vacation for eligible employees for rest and recuperation.

#### Vacation Leave Schedule

Years of Service	Annual Accrual
1-4 Years	15 Days
5-9 Years	18 Days
10-14 Years	20 Days
15+ Years	25 Days

#### Eligibility

Full-time employees will earn vacation leave in accordance with the above schedule. New hires may only be placed at a higher accrual rate with the approval of the City Administrator.

Part-time employees who work at least 30 hours per week on a regular basis will accrue vacation leave on a prorated basis of the full-time employee schedule.

Part-time employees who work less than 30 hours per week on a regular basis, temporary and seasonal employees will not earn or accrue vacation leave.

#### Accrual Rate

For the purpose of determining an employee's vacation accrual rate, years of service will include all continuous time that the employee has worked at the City (including authorized unpaid leave). Employees who are rehired after terminating City employment will not receive credit for their prior service unless specifically negotiated at the time of hire.

## **Earnings and Use**

Vacation leave may be used as it is earned, subject to approval by the employee's supervisor. Unless approved by the City Administrator, vacation leave will not be earned during an unpaid leave of absence.

An employee will not earn any vacation leave for any pay period unless they are employed by the city on the last scheduled workday of the pay period. Further, vacation leave will stop accruing as of the effective date of termination.

Requests for vacation must be received at least forty-eight (48) hours in advance of the requested time off. This notice may be waived at the discretion of the supervisor and City Administrator. Vacation can be requested in increments as small as fifteen minutes up to the total amount of the accrued leave balance.

Employees may accrue vacation leave up to a maximum of two (2) times the employee's annual accrual rate. No vacation will be allowed to accrue in excess of this amount without the approval of the City Council.

Employees who have accumulated at least 120 vacation hours may cash in 40 hours of vacation one time per calendar year when they have used at least 40 hours of vacation time in the past 12 months.

Employees may donate up to 16 hours of their vacation leave to a fellow employee once per calendar year as long as it does not cause the recipient to exceed their maximum vacation accumulation.

## **Vacation Payout Upon Separation**

Employees leaving the City in good standing and providing advance notice will receive 100 percent of their vacation leave balance as compensation (applicable taxes will be withheld). Non-exempt employees must provide at least a two weeks' notice and exempt employees must provide at least a four weeks' notice prior to their last day of work to receive a cash out of their accumulated vacation time (the City reserves the right to waive the two/four week's notice and end their employment immediately). Retiring employees have the option of receiving a one-time lump sum payment, ~~three (3) lump sum payments over three (3) calendar years~~, contributing funds to their Health Savings Account, or directing those dollars into a 457 deferred compensation plan (subject to [IRS](#) maximum deferral regulations and Minnesota law).

## **Funeral Leave**

Employees will be permitted to use up to three (3) working days, with pay, as funeral leave upon the death of an immediate family member. This paid leave will not be deducted from the employee's vacation or sick leave balance. Funeral Leave is only for days when the employee was regularly scheduled to work.

The employee's immediate family is defined as father or father-in-law, grandfather, mother or mother-in-law, grandmother, sister or sister-in-law, brother or brother-in-law, spouse, employee's children, stepchildren, stepparents, or a member of the employee's own immediate household. For any family member not listed here, funeral leave approval will be determined by

the supervisor or City Administrator depending on individual circumstances (such as the closeness of the relative, arrangements to be made, distance to the funeral, etc.).

The actual amount of time off, and funeral leave approved, will be determined by the supervisor or City Administrator depending on individual circumstances.

### Unpaid Leave

Unpaid leaves may be approved in accordance with the City personnel policies. Employees must use all accrued annual leave prior to taking an unpaid leave. If the leave qualifies under Parenting Leave or Family and Medical Leave Act, the employee may request to retain a balance of forty (40) hours when going on an unpaid leave. An employee on unpaid non-FMLA leave will be offered COBRA and any other legally required benefits continuation. In order to continue your benefits, you will be required to formally elect COBRA/any other legally required continuation coverage in order to stay on the applicable insurance plans. In the calendar month an employee transitions from paid to unpaid leave status, the city will continue full employer contribution toward benefits and the employee will remain responsible for their normal contribution, either through payroll deduction or separate payment to Human Resources. The city will not contribute to insurance costs beginning the first of the following calendar month. The employee may continue to be covered by group medical, dental, and life insurance, under applicable state and federal law and as allowed by the terms of each plan but will be responsible for paying 100% of the premium costs.

When you move into unpaid leave status and there is no paycheck, you will be required to submit monthly payments to Human Resources by the 1st day of each month of the leave. If the payment is more than 30 days late, your health and other coverage may be terminated for the remainder of the leave.

If you lose coverage or have elected COBRA during your leave, we will reinstate you as an active participant upon your return from leave, according to the terms of each plan.

Premium costs shall be pro-rated hourly for any unpaid leave that is less than a full calendar month. Any exceptions to this policy must be approved by the City Administrator.

### Military Leave

State and federal laws provide protections and benefits to City employees who are called to military service, whether in the reserves or on active duty. Such employees are entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time the employee is engaged in training or active service not exceeding a total of 15 days in any calendar year. City compensation is in addition to the military pay for these 15 days, as per MN Attorney General's Opinion. See full [Military Leave Policy](#) for additional information.

### Jury Duty

Regular full-time and part-time employees will be granted paid leaves of absence for required jury duty. Such employees will be required to turn over any compensation they receive for jury duty, minus mileage reimbursement, to the City in order to receive their regular wages for the period. Time spent on jury duty will not be counted as time worked in computing overtime.

Employees excused or released from jury duty during their regular working hours will report to their regular work duties as soon as reasonably possible or will take accrued vacation or compensatory time to make up the difference.

Employees are required to notify their supervisor as soon as possible after receiving notice to report for jury duty. The employee will be responsible for ensuring that a report of time spent on jury duty and pay form is completed by the clerk of court so the City will be able to determine the amount of compensation due for the period involved.

Temporary and seasonal employees are generally not eligible for compensation for absences due to jury duty, but can take a leave without pay subject to department ~~head~~ Director approval. However, if a temporary or seasonal employee is classified as exempt, ~~he/she~~ they will receive compensation for the jury duty time.

### Court Appearances

Employees will be paid their regular wage to testify in court for City-related business. Any compensation received for court appearances (e.g. subpoena fees) arising out of or in connection with City employment, minus mileage reimbursement, must be turned over to the City.

### Victim or Witness Leave

An employer must allow a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony, or is the spouse or immediate family member (immediate family member includes parent, spouse, child or sibling of the employee) of such victim, reasonable time off from work to attend criminal proceedings related to the victim's case. An employee must give 48 hours advance notice to the City of their need to be absent unless it is impracticable, or an emergency prevents them from doing so. The City may request verification that supports the employee's reason for being absent from the workplace. See [Safety Leave](#) under the [Sick Leave Policy](#) for additional information on leave benefits available to employees and certain family members.

### Job Related Injury or Illness

All employees are required to report any job-related illnesses or injuries to their supervisor immediately (no matter how minor). If a supervisor is not available and the nature of injury or illness requires immediate treatment, the employee is to go to the nearest available medical facility for treatment and, as soon as possible, notify their supervisor of the action taken. In the case of a serious emergency, 911 should be called.

If the injury is not of an emergency nature, but requires medical attention, the employee will report it to the supervisor and make arrangements for a medical appointment.

Workers' compensation benefits and procedures to return to work will be applied according to applicable state and federal laws. See full [Job Related Injury or Illness Policy](#) for additional information.

In the event of an injury or illness, the City of Willmar shall follow the procedure to continue the employee's regular wage until such time as the employee receives a workers compensation

payment for lost work time. The employee's accrued sick leave shall then be reduced by the difference between their regular pay and the workers compensation check. State law allows the employee to choose between endorsing the workers' compensation payment to the employer or to keep the tax-free workers compensation payment and reducing the employees next scheduled paycheck by an equal amount. An employee may choose not to receive additional salary compensation from the City (above the workers compensation payment in order to preserve limited sick leave accruals).

Payments made to an employee by workers compensation are not considered salary and therefore PERA or FICA are not deducted. Deductions of Federal and State tax, FICA and PERA will be deducted on the excess of regular earnings over workers compensation payments.

### **Pregnancy and Parenting Leave**

Employees who work twenty (20) hours or more per week and have been employed more than one year are entitled to take an unpaid leave of absence under the [Pregnancy and Parenting Leave Act](#) of Minnesota. Female employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with after the birth or adoption of a child is eligible for up to 12 weeks of unpaid leave and must begin within twelve (12) months of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital. Employee should provide reasonable notice, which is at least 30 days. If the leave must be taken in less than 30 days, the employee should give as much notice as practicable.

Employees are required to use accrued leave (i.e., sick leave, vacation leave, etc.) during Parenting Leave. If the employee has any FMLA eligibility remaining at the time this leave commences, this leave will also count as FMLA leave. The two leaves will run concurrently. The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain available while the employee is on leave pursuant to the Pregnancy and Parenting Leave Act, but the employee will be responsible for the entire premium unless otherwise provided in this policy (i.e., where leave is also FMLA qualifying). For employees on an FMLA absence as well, the employer contributions toward insurance benefits will continue during the FMLA leave absence.

### **Administrative Leave**

Under special circumstances, an employee may be placed on an administrative leave pending the outcome of an internal or external investigation. The leave may be paid or unpaid, depending on the circumstances, as determined by the City Administrator.

### **Adoptive Parents**

Adoptive parents will be given the same opportunities for leave as biological parents (see provisions for [Parenting Leave](#)). The leave must be for the purpose of arranging the child's placement or caring for the child after placement. Such leave must begin before or at the time of the child's placement in the adoptive home.

### School Conference Leave

Any employee who has worked half-time or more may take unpaid leave for up to a total of sixteen (16) hours during any 12-month period to attend school conferences or classroom activities related to the employee's child (under 18 or under 21 and still attending secondary school), provided the conference or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the City. Employees may choose to use vacation leave hours for this absence, but are not required to do so.

### Bone Marrow/Organ Donation Leave

Employees working an average of 20 or more hours per week may take paid leave, not to exceed 40 hours, unless agreed to by the City, to undergo medical procedures to donate bone marrow or an organ. The 40 hours is over and above the amount of accrued time the employee has earned.

The City may require a physician's verification of the purpose and length of the leave requested to donate bone marrow or an organ. If there is a medical determination that the employee does not qualify as a bone marrow or organ donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited.

### Elections / Voting

An employee selected to serve as an election judge pursuant to Minnesota law, will be allowed time off without pay for purposes of serving as an election judge, provided that the employee gives the City at least twenty (20) days written notice, including a certification from the appointing authority stating the hourly compensation to be paid the employee for service as an election judge and the hours during which the employee will serve. The City may reduce the wages of an employee serving as an election judge by the amount paid to the election judge by the appointing authority during the time the employee was absent from the place of employment. Thus, employees will be paid the difference between their pay as an election judge and their regular rate of pay for their normal workday. The City reserves the right to restrict the number of employees absent from work for the purpose of serving as an election judge to no more than 20 percent of the total work force at any single worksite.

All employees eligible to vote at a State general election, at an election to fill a vacancy in the office of United States Senator or Representative, or in a Presidential primary, will be allowed time off with pay to vote on the election day. Employees wanting to take advantage of such leave are required to work with their supervisors to avoid coverage issues.

### Delegates to Party Conventions

An employee may be absent from work to attend any meeting of the state central committee or executive committee of a major political party if the employee is a member of the committee. The employee may attend any convention of a major political party delegates, including meetings of official convention committees if the employee is a delegate or an alternate delegate to that convention.

Per the statutory requirement, the employee must give at least ten days written notice of their planned absence to attend committee meetings or conventions. Time away from work for this purpose will be considered unpaid unless the employee chooses to use vacation leave during their absence.

### Regular Leave without Pay

The City Administrator may authorize leave without pay for up to thirty (30) days. Leave without pay for greater periods may be granted by the City Council.

Typically, employee benefits will not be earned by an employee while on leave without pay. However, the City's contribution toward health, dental and life insurance may be continued, if approved by the City Council, for leaves of up to ninety (90) days when the leave is for medical reasons and FMLA has been exhausted.

If an employee is on a regular leave without pay and is not working any hours, the employee will not accrue (or be paid for) holidays, sick leave, or vacation leave. Employees who are working reduced hours while on this type of leave will receive holiday pay on a prorated basis and will accrue sick leave and vacation leave based on actual hours worked.

Leave without pay hours will not count toward seniority and all accrued vacation leave and compensatory time must normally be used before an unpaid leave of absence will be approved.

To qualify for leave without pay, an employee need not have used all sick leave earned unless the leave is for medical reasons. Leave without pay for purposes other than medical leave or work-related injuries will be at the convenience of the City.

Employees returning from a leave without pay for a reason other than a qualified Parenting Leave or FMLA, will be guaranteed return to the original position only for absences of thirty (30) calendar days or less.

Employees receiving leave without pay in excess of thirty (30) calendar days, for reasons other than qualified Parenting Leave or FMLA, are not guaranteed return to their original position. If their original position or a position of similar or lesser status is available, it may be offered at the discretion of the City Administrator subject to approval of the City Council.

### Family and Medical Leave

The Family and Medical Leave Act (FMLA) provides certain employees with up to 12 workweeks of unpaid, job-protected leave a year, and requires group health benefits to be maintained during the leave as if employees continued to work instead of taking leave.

#### **ELIGIBILITY**

To qualify to take FMLA leave under this policy, an employee must meet all the following conditions:

- Have worked for the City for 12 months (or 52 weeks) prior to the date the leave is to commence. The 12 months or 52 weeks need not have been consecutive; however, the City will not consider any service 7 years prior to the employee's most recent hire date unless the break was due to National Guard or Reserves military service obligation.



- Have worked at least 1,250 hours during the 12-month period prior to the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (“FLSA”) determine the number of hours worked by an employee.

### **TYPES OF LEAVE COVERED BY FMLA**

Leave will be granted to all eligible employees for any of the following reasons:

- The birth of a child, including prenatal care, or placement of a child with the employee for adoption or foster care;
- To care for a spouse, child, or parent who has a serious health condition;
- Due to a serious health condition that makes the employee unable to perform the essential functions of the position;
- A covered military member’s active duty or call to duty or to care for a covered military member (Military Caregiver and Qualified Exigency Leave) (described below).

### **DEFINITIONS**

- “Spouse” does not include domestic partners or common-law spouses.
- “Caring for” a covered family member includes psychological as well as physical care. It also includes acquiring care and sharing care duties. An eligible “child,” with some exceptions, is under 18 years of age.
- An eligible “parent” includes a biological parent or a person who stood in the place of a parent.
- “Serious Health Condition” means an illness, injury, impairment, or physical or mental condition that involves one of the following:
  - **Hospital Care:** Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;
  - **Pregnancy:** Any period of incapacity due to pregnancy, prenatal medical care or child birth;
  - **Absence Plus Treatment:** A period of incapacity of more than three consecutive calendar days that also involves continuing treatment by or under the supervision of a health care provider.
  - **Chronic Conditions Requiring Treatments:** An incapacity from a chronic condition which requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity;
  - **Permanent/Long-Term Conditions Requiring Supervision**
  - **Multiple Treatments:** Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider.

### **LENGTH AND AMOUNT OF LEAVE**

The length of FMLA leave is not to exceed twelve (12) weeks in any twelve (12) month period. The leave year is calculated based on a rolling backward basis.

The entitlement to FMLA leave for the birth or placement of a child for adoption expires twelve (12) months after the birth or placement of that child.

### **HOW LEAVE MAY BE TAKEN**

FMLA leave may be taken for 12 (or less) consecutive weeks, may be used intermittently (a day periodically when needed), or may be used to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks. Employees must notify their supervisor and the HR Department of all hours taken as FMLA Leave.

Intermittent leave must be approved by the Supervisor and City Administrator. It may be taken when medically necessary for the employee's serious health condition or to care for a seriously ill family member. Intermittent leave must be documented in the medical certification form as medically necessary. Employees will normally not be allowed to 'flex' their workweek or hours to compensate for FMLA leave and must designate hours that they are unable to work as FMLA Leave.

If an employee is taking intermittent leave or leave on a reduced schedule for planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as to not disrupt the City's business.

In instances when intermittent or reduced schedule leave for the employee or employee's family member is foreseeable or is for planned medical treatment, including recovery from a serious health condition, the City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.

Intermittent/reduced scheduled leave may be taken to care for a newborn or newly placed adopted or foster care child only with the City's approval.

Employees must use all applicable paid time off that they have accrued, however they may retain a balance of forty (40) paid hours if desired.

### **PROCEDURE FOR REQUESTING LEAVE AND NOTICE**

All employees requesting FMLA leave must provide written or verbal notice of the need for the leave to the HR Department.

When the need for the leave is foreseeable, the employee must give verbal or written notice to his/her supervisor at least thirty (30) days prior to the date on which leave is to begin.

If thirty (30) days' notice cannot be given, the employee is required to give as much notice as practicable, including following required call-in procedures.

The City requires an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Under emergency or special circumstances, the City may place an employee on FMLA Leave when the employee is unable to complete the necessary documentation.

## **CERTIFICATION AND DOCUMENTATION REQUIREMENTS**

For leave due to an employee's serious health condition or that of an employee's family member, the City will require the completion of a Medical Certification form by the attending physician or practitioner. The form must be submitted by the employee to the Human Resources Department within fifteen (15) calendar days after leave is requested. If the form is not submitted in a timely fashion, the employee must provide a reasonable explanation for the delay. Failure to provide medical certification may result in a denial or delay of the leave.

When leave is due to an employee's own serious health condition, a fitness for duty certification (FFD) will be required before an employee can return to work. Failure to timely provide such certification may eliminate or delay an employee's right to reinstatement under the FMLA.

If an employee is using intermittent leave and reasonable safety concerns exist regarding the employee's ability to perform his or her duties, a FFD certificate may be required as frequently as every 30 days during periods when the employee has used intermittent leave.

Recertification of leave may be required if the employee requests an extension of the original length approved by the City or if the circumstances regarding the leave have changed. Recertification may also be required if there is a question as to the validity of the certification or if the employee is unable to return to work due to the serious health condition.

## **SECOND AND THIRD MEDICAL OPINIONS**

The City may request a second, and in certain circumstances, a third medical opinion.

## **ANNUAL MEDICAL CERTIFICATION AND RECERTIFICATION**

Where the employee's need for leave due to the employee's own serious health condition lasts beyond a single leave year, the City will require employees to provide a new medical certification in each subsequent leave year.

## **REINSTATEMENT**

Employees returning from Family and Medical Leave will be reinstated in the same position or a position equivalent in pay, benefits, and other terms and conditions of employment.

## **GROUP HEALTH INSURANCE AND OTHER BENEFITS, CONCURRENT LEAVE AND SUBSTITUTION OF PAID LEAVE**

An employee granted leave under this policy will continue to be covered under the City's group health, life, and long term disability insurance plans under the same conditions and at the same level of City contribution as would have been provided had the employee been continuously employed during the leave period. The employee will be required to continue payment of the employee portion of group insurance coverage while on leave. Arrangements for payment of the employee's portion of premiums must be made by the employee with the City.

If there are changes in the City's contribution levels while the employee is on leave, those changes will take place as if the employee were still on the job.

Rights to additional continued benefits will depend on whether leave is paid or unpaid.

Any paid disability leave benefits (Short Term Disability or Long Term Disability), sick leave, vacation or compensatory time off available to employees for a covered reason (an employee's serious health condition or a covered family member's serious health condition, including worker's compensation leave and Minnesota State Parenting Leave) will run concurrently with FMLA.

### **FAILURE TO RETURN TO WORK AFTER FMLA**

Under certain circumstances, if the employee does not return to work at the end of the FMLA leave for at least 30 calendar days, the City may require the employee to repay the portion of the monthly cost paid by the City for group health plan benefits. The City may also require the employee to repay any amounts the City paid on the employee's behalf to maintain benefits other than group health plan benefits.

### **UNPAID MEDICAL LEAVE OF ABSENCE**

If an employee is ineligible for FMLA leave or has exhausted available FMLA leave benefits, it is the policy of the City to consider an employee's request for a medical or personal leave of absence. The amount of medical leave available to each employee will be determined on a case-by-case basis depending on the position held, staffing requirements, the reasons for the leave, and the anticipated return-to-work date. Employees who take unpaid medical leave are not guaranteed to return to the same position held prior to taking leave.

Employees seeking a medical leave of absence will be required to present medical documentation to support the need for the leave, on-going documentation to support the need for continued leave, and documentation to support a return to work.

During Unpaid Medical Leave, employees will be expected to keep in regular contact with human resources. When you anticipate your return to work, please notify human resources of your expected return date at least one week before the end of your leave.

Employees on an Unpaid Medical Leave of Absence may be subject to COBRA notice and continuation benefits and will be solely responsible for payment of the entire COBRA.

Failure to keep in touch with management during your leave, failure to advise management of your availability to return to work, or failure to return to work following leave will be considered a voluntary resignation of your employment.

### **FMLA – QUALIFIED EXIGENCY AND MILITARY CAREGIVER LEAVE**

#### **Qualified Exigency**

Eligible employees (described above) whose spouse, son, daughter, or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service.

The qualifying exigency must be one of the following: (1) short-notice deployment; (2) military events and activities; (3) childcare and school activities; (3) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; (8) parental care; or (9)

additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

### **Military Caregiver Leave**

An employee eligible for FMLA leave (described above) who is the spouse, son, daughter, parent, or next of kin of a covered servicemember may take up to 26 weeks in a single 12-month period to care for that servicemember.

The family member must be a current member of the Armed Forces (including a member of the National Guard or Reserves), who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy, or otherwise is on outpatient status or on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, or members on the permanent disability retired list.

### **DEFINITIONS**

- A “son or daughter of a covered servicemember” means the covered servicemember’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.
- A “parent of a covered servicemember” means a covered servicemember’s biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents “in law.”
- The “next of kin of a covered servicemember” is the nearest blood relative, other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.
- “Covered active duty” means:
  - “Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.
  - “Covered active duty” for members of the reserve components of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign country under a

call or order to active duty in a contingency operation as defined in section 101(a)(13)(B) of Title 10 of the United States Code.

- **“Covered servicemember” means:**
  - An Armed Forces member (including the National Guard or Reserves) undergoing medical treatment, recuperation, or therapy or otherwise in outpatient status or on the temporary disability retired list, for a serious injury or illness”; or
  - A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- **“Serious injury or illness” means:**
  - In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
  - In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.

#### **AMOUNT OF LEAVE – QUALIFIED EXIGENCY**

An eligible employee can take up to 12 weeks of leave for a qualified exigency.

#### **AMOUNT OF LEAVE – MILITARY CAREGIVER**

An eligible employee taking military caregiver leave is entitled to 26 workweeks of leave during a “single 12-month period.” The “single 12-month period” begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date.

Leave taken for any FMLA reason counts towards the 26-week entitlement. If an employee does not take all 26 workweeks of leave to care for a covered servicemember during this “single 12-month period,” the remaining part of the 26 workweeks of leave entitlement to care for the covered servicemember is forfeited. 29 C.F.R. § 825.127(e)(1) (2017).

#### **CERTIFICATION OF QUALIFYING EXISGENCY FOR MILITARY FAMILY LEAVE**

The City will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

## **CERTIFICATION FOR SERIOUS INJURY OR ILLNESS OF COVERED SERVICEMEMBER FOR MILITARY FAMILY LEAVE**

The City will require certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Servicemember.

All other provisions of the FMLA policy, including Use of Paid Leave, Employee Status and Benefits During Leave, Procedure for Requesting Leave, and Benefits During Leave and Reinstatement, are outlined above in the FMLA policy.

The FMLA applies to all public agencies, including state, local and federal employers, and local education agencies (schools). To be eligible for FMLA leave, an employee must work for a covered employer and:

- ~~have worked for that employer for at least 12 months; and~~
- ~~have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave; and~~
- ~~work at a location where at least 50 employees are employed at the location or within 75 miles of the location.~~

See full [Family and Medical Leave Policy](#) for additional information.

### **Parental Leave of Absence**

~~Unpaid Parental Leave of up to four (4) months shall be granted to natural or adoptive parents who have been employed with the City for at least twelve (12) consecutive months. Parental Leave shall run concurrently with all other applicable leaves (FMLA, Pregnancy and Parenting Leave, etc.). The employee must use all applicable paid time off that they have accrued, however they may retain a balance of forty (40) paid hours if desired. Any exceptions to this policy must be approved by the City Administrator. I don't see this in the LMC Model.~~

### **Reasonable Unpaid Work Time for Nursing Mothers**

Nursing mothers and lactating employees will be provided reasonable break times to express milk for their infant child during the twelve months following the birth of the child, unless it would cause undue business disruption. The paid break time times must, if possible, run concurrently with any break time(s) already provided. The city will provide a room (other than a bathroom) as close as possible to the employee's work area, that is shielded from view and free from intrusion from coworkers and the public and includes access to an electrical outlet, where the nursing mother can express milk in private.

~~Nursing mothers will be provided reasonable unpaid break time to express milk for nursing her child for one year after the child's birth. The city will provide a room (other than a bathroom) as close as possible to the employee's work area, that is shielded from view and free from intrusion from coworkers and the public and includes access to an electrical outlet, where the nursing mother can express milk in private.~~

### Light Duty/Modified Duty Assignment

This policy is to establish guidelines for temporary assignment of work to temporarily disabled employees who are medically unable to perform their regular work duties. Light duty is evaluated by the City Administrator on a case-by-case basis. This policy does not guarantee assignment to light duty.

Such assignments are for short-term, temporary disability-type purposes; assignment of light duty is at the discretion of the City Administrator. The City Administrator reserves the right to determine when and if light duty work will be assigned.

When an employee is unable to perform the essential requirements of their job due to a temporary disability, ~~he/she~~ they will notify the supervisor in writing as to the nature and extent of the disability and the reason why ~~he/she is~~ they are unable to perform the essential functions, duties, and requirements of the position. This notice **must** be accompanied by a physician's report containing a diagnosis, current treatment, and any work restrictions related to the temporary disability. The notice must include the expected time frame regarding return to work with no restrictions, meeting all essential requirements and functions of the City's job description, along with a written request for light duty. Upon receipt of the written request, the supervisor is to forward a copy of the report to the City Administrator. The City may require a medical exam conducted by a physician selected by the City to verify the diagnosis, current treatment, expected length of temporary disability, and work restrictions.

It is at the discretion of the City Administrator whether or not to assign light duty work to the employee. This policy is handled on a case-by-case basis.

If the City offers a light duty assignment to an employee who is out on workers' compensation leave, the employee may be subject to penalties if ~~he/she~~ they refuses such work. The City will not, however, require an employee who is otherwise qualified for protection under the Family and Medical Leave Act to accept a light duty assignment.

The circumstances of each disabled employee performing light duty work will be reviewed regularly. Any light duty/modified work assignment may be discontinued at any time.

### Reasonable Accommodations to an Employee for Health Conditions Relating to Pregnancy

The City will attempt to provide a female employee who requests reasonable accommodation with the following for her health conditions related to her pregnancy or childbirth without advice of a licensed health care provider or certified doula:

- More frequent restroom, food, and water breaks;
- Seating; and/or
- Limits on lifting over 20 pounds; ~~and/or~~
- ~~Temporary transfer to a less strenuous or hazardous position, should one be available.~~

Additionally, an employer must provide reasonable accommodations to an employee for health conditions related to pregnancy or childbirth upon request, with the advice of a licensed health care provider or certified doula, unless the employer demonstrates the accommodation would



impose an undue hardship on the operation of the employer's business. In accordance with state law, no employee is required to take a leave of absence for a pregnancy nor accept a pregnancy accommodation. Unless such accommodations impose an undue hardship on the city, the city will engage in an interactive process with respect to an employee's request for a reasonable accommodation.

### **Emergency Leave**

If an employee has no unused vacation or compensatory time, up to two (2) hours may be taken off without pay for emergency situations with the approval of the immediate Supervisor. More than two hours requires the Department Director's approval.

## **SEXUAL HARASSMENT PREVENTION**

### **General**

The City of Willmar is committed to creating and maintaining a public service work place free of harassment and discrimination. In keeping with this commitment, the city maintains a strict policy prohibiting unlawful harassment, including sexual harassment. This policy prohibits harassment in any form, including verbal and physical harassment. Discriminatory behavior includes inappropriate remarks about or conduct related to a person's legally protected characteristic such as race, color, creed, religion, national origin, disability, sex, gender, pregnancy, marital status, age, sexual orientation, gender identity, or gender expression, familial status, or status with regard to public assistance.

This policy is intended to make all employees, volunteers, members of boards and commissions, applicants, contractors/vendors, elected officials, and members of the public aware of the matter of harassment, but specifically sexual harassment, to express the city's strong disapproval of harassment, to advise employees against this behavior and to inform them of their rights and obligations. The most effective way to address any sexual harassment issue is to bring it to the attention of management.

### **Applicability**

Maintaining a work environment free from harassment is a shared responsibility. This policy is applicable to all city employees, volunteers, applicants, contractors/vendors, members of boards and commissions, City Council members, and members of the public both in the workplace and other city sponsored social events.

### **Definitions**

To provide employees with a better understanding of what constitutes sexual harassment, the definition, based on Minnesota Statute § 363.01, subdivision 41, is provided: sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when:

- Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or

- Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment; or
- Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment includes but is not limited to, the following:

- Article I. • Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual.
- Verbal or written abuse, making jokes, or comments that are sexually oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other tasteless, sexually oriented comments, innuendos or actions that offend others. The harassment policy applies to social media posts, tweets, etc., that are about or may be seen by employees, customers, etc.
- Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one's current or future job.

### **Expectations**

The City of Willmar recognizes the need to educate its employees, volunteers, members of boards and commissions, contractors/vendors, applicants, elected officials, and members of the public on the subject of sexual harassment and stands committed to providing information and training. All employees are expected to treat each other and the general public with respect, and assist in fostering an environment free from offensive behavior or harassment. Violations of this policy may result in discipline, including possible termination. Each situation will be evaluated on a case-by-case basis.

Employees who feel that they have been victims of sexual harassment, or employees who are aware of such harassment, should immediately report their concerns to any of the following:

1. A supervisor;
2. Your Supervisor's manager
3. Human Resources;
4. City administrator;
5. Mayor or city councilmember;
6. City Attorney.

A supervisor must act upon such a report even if requested otherwise by the victim. The city will take proportionate corrective action to correct any and all reported harassment to the extent evidence is available to verify the alleged harassment and any related retaliation. All allegations will be investigated. Formal investigations will be prompt, impartial, and thorough. Strict confidentiality is not possible in all cases of sexual harassment as the accused has the right to answer charges made against them, particularly if discipline is a possible outcome. Reasonable efforts will be made to respect the confidentiality of the individuals involved, to the extent

possible. Any investigation process will be handled as confidentially as practical and related information will only be shared on a need to know basis and in accordance with the Minnesota Government Data Practices Act and/or any other applicable laws.

To facilitate fostering a respectful work environment, all employees are encouraged to respond to questions or to otherwise participate in investigations regarding alleged harassment.

### **Retaliation**

The City of Willmar will not tolerate retaliation or intimidation directed towards anyone who reports employment discrimination, serves as a witness, participates in an investigation, and/or takes any other actions protected under federal or state discrimination laws, including when requesting religious or disability accommodation. Retaliation is broader than discrimination and includes, but is not limited to, any form of intimidation, reprisal or harassment. While each situation is very fact dependent, generally speaking retaliation can include a denial of a promotion, job benefits, or refusal to hire, discipline, negative performance evaluations or transfers to less prestigious or desirable work or work locations.

Any individual who retaliates against a person who testifies, assists, or participates in an investigation may be subject to disciplinary action up to and including termination.

If you feel retaliation is occurring within the workplace, please report your concern immediately to any of the following:

- Immediate supervisor;
- Your supervisor's manager;
- Human Resources;
- City administrator;
- Mayor or City Councilmember;
- In the event an employee feels retaliation has occurred by the city administrator or the City Council, then reporting may be made to the City Attorney.

See full [Sexual Harassment Prevention Policy](#) for additional information.

## **RESPECTFUL WORKPLACE**

The intent of this policy is to provide general guidelines about conduct that is and is not appropriate in the workplace and other city-sponsored social events.

The city acknowledges this policy cannot possibly predict all situations that might arise, and also recognizes that some employees are exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

### **Applicability**

Maintaining a respectful public service work environment is a shared responsibility. This policy is intended to express to all employees, volunteers, firefighters, members of boards and commissions, applicants, contractors/vendors, elected officials and members of the public the expectations by the City of Willmar for respectful workplace conduct both in the workplace and other city-sponsored social events.

### **Abusive Customer Behavior**

While the city has a strong commitment to customer service, the city does not expect employees to accept verbal and other abuse from any customer.

An employee may request that a supervisor intervene when a customer is abusive, or the employee may defuse the situation themselves, including professionally ending the contact.

If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and as soon as feasible, a supervisor. Employees should leave the area immediately when violence is imminent unless their duties require them to remain (such as police officers). Employees must notify their supervisor about the incident as soon as possible.

### **Types of Disrespectful Behavior**

The following behaviors are unacceptable and therefore prohibited, even if not unlawful in and of themselves:

#### **Violent behavior:**

includes the use of physical force, harassment, bullying or intimidation.

#### **Discriminatory behavior:**

includes inappropriate remarks about or conduct related to a person's legally protected characteristic such as race, color, creed, religion, national origin, disability, sex, gender, pregnancy, marital status, age, sexual orientation, gender identity, or gender expression, familial status, or status with regard to public assistance.

#### **Offensive behavior:**

may include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disparaging language, or any other behavior regarded as offensive to a reasonable person based upon violent or discriminatory behavior as listed above. It is not possible to anticipate in this policy every example of offensive behavior. Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, considering the sensibilities of employees and the possibility of public reaction.

Although the standard for how employees treat each other and the general public will be the same throughout the city, there may be differences between work groups about what is appropriate in other circumstances unique to a work group. If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their supervisor or the city administrator.

#### **Sexual harassment:**

can consist of a wide range of unwanted and unwelcome sexually directed behavior such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment; or
- Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

**Sexual harassment includes, but is not limited to, the following:**

- Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual.
- Verbal or written abuse, making jokes or comments that are sexually-oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other tasteless, sexually oriented comments, innuendos or actions that offend others. The harassment policy applies to social media posts, tweets, etc., that are about or may be seen by employees, customers, etc.
- Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one's current or future job.

### **Names and Pronouns:**

Every employee will be addressed by a name and by pronouns that correspond to the employee's gender identity. A court-ordered name or gender change is not required.

### **Employee Response to Disrespectful Workplace Behavior**

All employees should feel comfortable calling their supervisor or another manager to request assistance should they not feel comfortable with a situation. If situations involve violent behavior call the police or ask the individual to leave the area.

If employees see or overhear what they believe is a violation of this policy, employees should advise a supervisor, the city administrator, Human Resources, or City Attorney promptly.

Employees who believe disrespectful behavior is occurring are encouraged to deal with the situation in one of the ways listed below. If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and as soon as feasible, a supervisor. In the event the disrespectful behavior occurring involves the employee's supervisor, the employee should contact human resources, the supervisor's manager, or the city administrator.

**Step 1(a).** If you feel comfortable doing so, professionally, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions. Politely request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.

**Step 1(b).** If you fear adverse consequences could result from telling the offender or if the matter is not resolved by direct contact, go to your supervisor, human resources, your supervisor's supervisor, or the city administrator. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter.

In some situations with an offender from the public, it is preferable to avoid one on one interactions. Talk to your supervisor about available options to ensure there are others available to help with transactions with the offender.

**Step 1(c).** The city urges conduct which is viewed as offensive be reported immediately to allow for corrective action to be taken through education and immediate counseling, if appropriate. It is vitally important you notify a supervisor, the city administrator, Human Resources, the mayor or

councilmember of your concerns promptly. Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it promptly to a supervisor or the city administrator.

**Step 2.** If, after what is considered to be a reasonable length of time (for example, 30 days), you believe inadequate action is being taken to resolve your complaint/concern, the next step is to report the incident to the city administrator or the mayor.

### **Supervisor's Response to Allegations of Disrespectful Workplace Behavior**

Employees who have a complaint of disrespectful workplace behavior will be taken seriously. In the case of sexual harassment or discriminatory behavior, a supervisor must report the allegations promptly to the city administrator, who will determine whether an investigation is warranted. A supervisor must act upon such a report even if requested otherwise by the victim. In situations other than sexual harassment and discriminatory behavior, supervisors will use the following guidelines when an allegation is reported:

**Step 1(a).** If the nature of the allegations and the wishes of the victim warrant a simple intervention, the supervisor may choose to handle the matter informally. The supervisor may conduct a coaching session with the offender, explaining the impact of his/her actions and requiring the conduct not reoccur. This approach is particularly appropriate when there is some ambiguity about whether the conduct was disrespectful.

**Step 1(b).** Supervisors, when talking with the reporting employee will be encouraged to ask him or her what he or she wants to see happen next. When an employee comes forward with a disrespectful workplace complaint, it is important to note the city cannot promise complete confidentiality, due to the need to investigate the issue properly. However, any investigation process will be handled as confidentially as practical and related information will only be shared on a need to know basis and in accordance with the Minnesota Data Practices Act and/or any other applicable laws.

**Step 2.** If a formal investigation is warranted, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. Formal investigations will be prompt, impartial, and thorough. The person being interviewed may have someone of his/her own choosing present during the interview. Typically, the investigator will obtain the following description of the incident, including date, time and place:

- Corroborating evidence.
- A list of witnesses.
- Identification of the offender.

To facilitate fostering a respectful work environment, all employees are encouraged to respond to questions or to otherwise participate in investigations regarding alleged harassment.

**Step 3.** The supervisor must notify the city administrator about the allegations (assuming the allegations do not involve the city administrator). For more information about what to do when allegations involve the city administrator, the mayor, or a councilmember, see "Special Reporting Requirements" below.

**Step 4.** In most cases, as soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations, and the alleged violator will have the

opportunity to answer questions and respond to the allegations. The City will follow any other applicable policies or laws in the investigatory process.

**Step 5.** After adequate investigation and consultation with the appropriate personnel, a decision will be made regarding whether or not disciplinary action will be taken.

**Step 6.** The alleged violator and complainant will be advised of the findings and conclusions as soon as practicable and to the extent permitted by the Minnesota Government Data Practices Act.

**Step 7.** The city will take reasonable and timely action, depending on the circumstances of the situation.

The city is not voluntarily engaging in a dispute resolution process within the meaning of Minn. Stat. § 363A.28, subd. 3(b) by adopting and enforcing this workplace policy. The filing of a complaint under this policy and any subsequent investigation does not suspend the one-year statute of limitations period under the Minnesota Human Rights Act for bringing a civil action or for filing a charge with the Commissioner of the Department of Human Rights.

### **Special Reporting Requirements**

When the supervisor is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the city administrator who will determine how to proceed in addressing the complaint as well as appropriate discipline.

If the city administrator is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the city attorney who will confer with the mayor and City Council regarding appropriate investigation and action.

If a councilmember is perceived to be the cause of a disrespectful workplace behavior incident involving city personnel, the report will be made to the city administrator and referred to the city attorney. In cases such as these, it is common for the city council to authorize an investigation by an independent investigator (consultant). The independent investigator will report his/her findings to the City Council. The city will take reasonable and timely action, depending on the circumstances of the situation.

Pending completion of the investigation, the city administrator may at his/her discretion take appropriate action to protect the alleged victim, other employees, or citizens.

If an elected or appointed city official (e.g., council member or commission member) is the victim of disrespectful workplace behavior, the City Attorney will be consulted as to the appropriate course of action.

### **Confidentiality**

A person reporting or witnessing a violation of this policy cannot be guaranteed anonymity. The person's name and statements may have to be provided to the alleged offender. All complaints and investigative materials will be contained in a file separate from the involved employees' personnel files. If disciplinary action does result from the investigation, the results of the disciplinary action will then become a part of the employee(s) personnel file(s).

### **Retaliation**

Retaliation is strictly prohibited. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment. Individuals who report harassing conduct, participate in

investigations, or take any other actions protected under federal or state employment discrimination laws will not be subject to retaliation.

Retaliation is broader than discrimination and includes, but is not limited to, any form of intimidation, reprisal or harassment. While each situation is very fact dependent, generally speaking retaliation can include a denial of a promotion, job benefits, or refusal to hire, discipline, negative performance evaluations or transfers to less prestigious or desirable work or work locations because an employee has engaged or may engage in activity in furtherance of EEO laws.

It can also include threats of reassignment, removal of supervisory responsibilities, filing civil action, deportation or other action with immigration authorities, disparagement to others or the media and making false report to government authorities because an employee has engaged or may engage in protected activities. Any individual who retaliates against a person who testifies, assists, or participates in an investigation may be subject to disciplinary action up to and including termination.

If you feel retaliation is occurring within the workplace, please report your concern immediately to any of the following:

1. Immediate supervisor;
2. Your supervisor's manager
3. City administrator;
4. Mayor or city councilmember
5. In the event an employee feels retaliation has occurred by the city administrator or the city council, then reporting may be made to the city attorney.

Supervisors who have been approached by employees with claims of retaliation will take the complaint seriously and promptly report the allegations promptly to the city administrator, or if the complaint is against the city administrator to the city attorney, who will decide how to proceed in addressing the complaint.

Consistent with the terms of applicable statutes and city personnel policies, the city may discipline any individual who retaliates against any person who reports alleged violations of this policy. The city may also discipline any individual who retaliates against any participant in an investigation, proceeding or hearing relating to the report of alleged violations.

### Possession and Use of Dangerous Weapons

Possession or use of a dangerous weapon (see attached definitions) is prohibited on City property, in City vehicles, or in any personal vehicle, which is being used for City business. This includes employees with valid permits to carry firearms.

The following exceptions to the dangerous weapons prohibition are as follows:

- Employees legally in possession of a firearm for which the employee holds a valid permit, if required, and said firearm is secured within an attended personal vehicle or concealed from view within a locked unattended personal vehicle while that person is working on City property.
- A person who is showing or transferring the weapon or firearm to a police officer as part of an investigation.



- Police officers and employees who are in possession of a weapon or firearm in the scope of their official duties.

## SEPARATION FROM SERVICE

### Resignations

Employees wishing to leave the City service in good standing must provide a written resignation notice to their supervisor. Non-exempt employees must provide at least a two weeks' notice and exempt employees must provide at least a four weeks' notice prior to their last day of work. The written resignation must state the effective date of the employee's resignation.

Unauthorized absences from work for a period of three consecutive work days may be considered as resignation without proper notice.

Failure to comply with this procedure may be cause for denying the employee's severance pay and any future employment with the City.

### Severance Pay

Employees who leave the employ of the City in good standing by retirement or resignation will receive pay for 100 percent of unused accrued vacation. Employees have the option of receiving unused vacation time as a one-time lump sum payment, three (3) lump sum payments over three (3) calendar years, contributing funds to their Health Savings Account, or directing those dollars into a 457 deferred compensation plan (subject to IRS maximum deferral regulations and Minnesota law). For sick leave severance information see the [full Sick Leave Upon Separation Policy](#).

## DISCIPLINE

### General Policy

Supervisors are responsible for maintaining compliance with City standards of employee conduct. The objective of this policy is to establish a standard disciplinary process for employees of the City of Willmar. City employees will be subject to disciplinary action for failure to fulfill their duties and responsibilities at the level required, including observance of work rules and standards of conduct and applicable City policies.

Discipline will be administered in a non-discriminatory manner. An employee who believes that discipline applied was either unjust or disproportionate to the offense committed may pursue a remedy through the grievance procedures established in the City's personnel policies. The supervisor and/or the City Administrator will investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

### No Contract Language Established

This policy is not to be construed as contractual terms and is intended to serve only as a guide for employment discipline.

## Process

The City may elect to use progressive discipline, a system of escalating responses intended to correct the negative behavior rather than to punish the employee. There may be circumstances that warrant deviation from the suggested order or where progressive discipline is not appropriate. Nothing in these personnel policies implies that any City employee has a contractual right or guarantee (also known as a property right) to the job ~~he/she~~ they performs.

Documentation of disciplinary action taken will be placed in the employee's personnel file with a copy provided to the employee.

The following are ~~descriptions of~~ the types of disciplinary actions:

- **Oral Reprimand**

~~This measure will be used where informal discussions with the employee's supervisor have not resolved the matter. All supervisors have the ability to issue oral reprimands without prior approval.~~

~~Oral reprimands are normally given for first infractions on minor offenses to clarify expectations and put the employee on notice that the performance or behavior needs to change, and what the change must be. The supervisor will document the oral reprimand including date(s) and a summary of discussion and corrective action needed.~~

- **Written Reprimand**

~~A written reprimand is more serious and may follow an oral reprimand when the problem is not corrected or the behavior has not consistently improved in a reasonable period of time.~~

~~Serious infractions may require skipping either the oral or written reprimand, or both. Written reprimands are issued by the supervisor with prior approval from the city administrator.~~

~~A written reprimand will: (1) state what did happen; (2) state what should have happened; (3) identify the policy, directive or performance expectation that was not followed; (4) provide history, if any, on the issue; (5) state goals, including timetables, and expectations for the future; and (6) indicate consequences of recurrence.~~

~~Employees will be given a copy of the reprimand to sign acknowledging its receipt. Employees' signatures do not mean the employee agrees with the reprimand. Written reprimands will be placed in the employee's personnel file.~~

- **Suspension With or Without Pay**

~~The city administrator may suspend an employee without pay for disciplinary reasons.~~

~~Suspension without pay may be followed with immediate dismissal as deemed appropriate, except in the case of veterans. Qualified veterans, who have completed their initial probationary period, will not be suspended without pay in conjunction with a termination.~~

~~The employee will be notified in writing of the reason for the suspension either prior to the suspension or shortly thereafter. A copy of the letter of suspension will be placed in the employee's personnel file.~~

~~An employee may be suspended or placed on involuntary leave of absence pending an investigation of an allegation involving that employee. The leave may be with or without pay depending on a number of factors including the nature of the allegations. If the~~

~~allegation is proven false after the investigation, the relevant written documents will be removed from the employee's personnel file and the employee will receive any compensation and benefits due had the suspension not taken place.~~

- **Demotion and/or Transfer**

~~An employee may be demoted or transferred if attempts at resolving an issue have failed and the city administrator determines a demotion or transfer to be the best solution to the problem.~~

~~The employee must be qualified for the position to which they are being demoted or transferred. The City Administrator must approve this action.~~

- **Salary Change**

~~An employee's salary increase may be withheld or the salary may be decreased due to performance deficiencies.~~

- **Dismissal charge**

~~The city administrator may dismiss an employee for substandard work performance, serious misconduct, or behavior not in keeping with city standards.~~

If the disciplinary action involves the removal of a qualified veteran, who has completed their initial probationary period, the appropriate hearing notice will be provided and all rights will be afforded the veteran in accordance with Minnesota law.

Any notations of oral reprimand may be removed from the personnel file after a period of three years from the date of violation. Written letters of reprimand may be removed from the personnel files five years after the date of violation.

### Disciplinary Offenses

The following incidents constitute violations of City policy or work rules. This list is illustrative only and is not intended to be exhaustive:

Failure to observe safety rules and regulations; failure to report to work at the appointed time or place, or for departing prior to the designated time; intimidation or coercion; reporting to work impaired due to the use of alcohol or non-prescribed drugs, or consumption or possession of alcohol or non-prescribed drugs on City time or property; violation of City or Department written or verbal policies or procedures; insubordination; theft; sexual harassment; or unsatisfactory performance.

## GRIEVANCE PROCEDURE

Any dispute between an employee and the City relative to the application, meaning or interpretation of these personnel policies will be settled in the following manner:

**Step 1:** The employee must present the grievance in writing, stating the nature of the grievance, the date at which the incident allegedly occurred, the facts on which it is based, the provision or provisions of the personnel policies allegedly violated and the remedy requested, to the proper

supervisor within twenty-one (21 ~~10~~) working days after the alleged violation or dispute has occurred. The supervisor will respond to the employee in writing within ten (10) working days.

**Step 2:** If the grievance has not been settled in accordance with Step 1, it must be presented in writing, stating the nature of the grievance, the date at which the incident allegedly occurred, the facts on which it is based, the provision or provisions of the Personnel Policies allegedly violated, and the remedy requested, by the employee to the City Administrator (or Labor Committee if the employee's direct supervisor is the City Administrator) within ~~ten~~ seven (7) working days after the supervisor's response is due. The City Administrator or their designee will respond to the employee in writing within ~~twenty~~ seven (7) working days. The decision of the City Administrator (or City Council) is final for all disputes with exception of those specific components in a performance evaluation subject to a challenge through the Minnesota Department of Administration.

### Waiver

If a grievance is not presented within the time limits set forth above, it will be considered "waived." If a grievance is not appealed to the next step in the specified time limit or any agreed extension thereof, it will be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the City and the employee without prejudice to either party.

The following actions are not grievable:

- While certain components of a performance evaluation, such as disputed facts reported to be incomplete or inaccurate are challengeable, other performance evaluation data, including subjective assessments, are not.
- Pay increases or lack thereof; and
- Merit pay awards.

The above list is not meant to be all inclusive or exhaustive.

## EMPLOYEE EDUCATION & TRAINING

The City promotes staff development as an essential, ongoing function needed to maintain and improve cost effective quality service to residents. The purposes for staff development are to ensure that employees develop and maintain the knowledge and skills necessary for effective job performance and to provide employees with an opportunity for job enrichment and mobility.

### Policy

The City will pay for the costs of an employee's participation in training and attendance at professional conferences, provided that attendance is approved in advance under the following criteria and procedures:

#### Job-Related Training & Conferences

The subject matter of the training session or conference is directly job-related and relevant to the performance of the employee's work responsibilities. Responsibilities outlined in the job

description, annual work program requirements and training goals and objectives that have been developed for the employee will be considered in determining if the request is job-related.

Continuing Education or similar courses taken by an employee in order to maintain licensing or other professional accreditation will not be eligible for payment under this policy unless the subject matter relates directly to the employee's duties, even though the employee may be required to maintain such licensing or accreditation as a component of employment with the City.

The supervisor and the City Administrator are responsible for determining job-relatedness and approving or disapproving training and conference attendance. Advance approval is required to ensure adequate department coverage.

~~Payment information such as invoices, billing statements, etc., regarding the conference or training should be forwarded to finance for prompt payment.~~

### Out of State Travel

Attendance at training or conferences out of state is approved only if the training or conference is not available locally. All requests for out of state travel are reviewed for approval/disapproval by the City Administrator.

### Compensation for Travel & Training Time

Time spent traveling to and from, as well as time spent attending a training session or conference, will be compensated in accordance with the federal Fair Labor Standards Act.

Travel and other related training expenses will be reimbursed subject to the employee providing necessary receipts and appropriate documentation.

### Memberships and Dues

The purpose of memberships to various professional organizations must be directly related to the betterment of the services of the City. Normally, one City membership per agency, as determined by the City Administrator is allowed, providing funds are available.

Upon separation of employment, individual memberships remain with the City and are transferred to another employee by the supervisor.

### Travel & Meal Allowance

If employees are required to travel outside of the area in performance of their duties as a City employee, they will receive reimbursement of expenses for meals, lodging and necessary expenses incurred. In no case will city funds be used to pay for, or reimburse, for events sponsored by or affiliated with political parties. The City will not reimburse employees for meals connected with training or meetings within City limits, unless the training or meeting is held as a breakfast, lunch or dinner meeting. The City will also not reimburse employees for the costs for travel of family members.

Employees who find it necessary to use their private automobiles for City travel and who do not receive a car allowance will be reimbursed at the IRS rate.

Expenses for meals, including sales tax and gratuity, will be reimbursed based off of the U.S. General Services Administration Meals & Incidentals Per Diem Rate for the corresponding location (<https://www.gsa.gov/travel/plan-book/per-diem-rates>). No reimbursement will be made for alcoholic beverages.

A full reimbursement, over the maximum defined, may be authorized if a lower cost meal is not available when attending banquets, training sessions, or meetings of professional organizations.

## FINANCIAL POLICIES

~~Please access the full [Travel Reimbursement Policy](#), [Donation Acceptance](#), [Public Purpose Expenditures](#), [Credit Card Use](#), [Petty Cash Funds](#), [Transfer/Reclassification/Promotion](#), and [Working Out-of-Class Policies](#) on the W drive (or from the Human Resources Department) if applicable to your position.~~

## OUTSIDE EMPLOYMENT

The potential for conflicts of interest is lessened when individuals employed by the City of Willmar regard the City as their primary employment responsibility. All outside employment is to be reported to the employee's immediate supervisor. If a potential conflict exists based on this policy or any other consideration, the supervisor will consult with the City Administrator. Any City employee accepting employment in an outside position that is determined by the City Administrator to be in conflict with the employee's City job will be required to resign from the outside employment or may be subject to discipline up to and including termination.

For the purpose of this policy, outside employment refers to any non-City employment or consulting work for which an employee receives compensation, except for compensation received in conjunction with military service or holding a political office or an appointment to a government board or commission that is compatible with City employment. The following is to be considered when determining if outside employment is acceptable:

- Outside employment must not interfere with a full-time employee's availability during the city's regular hours of operation or with a part-time employee's regular work schedule.
- Outside employment must not interfere with the employee's ability to fulfill the essential requirements of their position.
- The employee must not use City equipment, resources or staff in the course of the outside employment.
- The employee must not violate any City personnel policies as a result of outside employment.
- The employee must not receive compensation from another individual or employer for services performed during hours for which they are also being compensated by the City. Work performed for others while on approved vacation or compensatory time is not a violation of policy unless that work creates the appearance of a conflict of interest.
- No employee will work for another employer, or for their own business, while using paid sick leave from the City for those same hours.
- Departments may establish more specific policies as appropriate, subject to the approval of the City Administrator.

City employees are not permitted to accept outside employment that creates either the appearance of or the potential for a conflict with the development, administration or implementation of policies, programs, services or any other operational aspect of the City.

~~If an employee desires to serve on the fire department, ambulance service, or rescue squad, the employee may do so following approval of his/her Department Director and City Administrator, and by strict adherence to the following regulations:~~

- ~~A) — Employees deemed essential by the Department Director will not be allowed to answer calls for service during normal scheduled hours. Employees on an on-call status will not be allowed to answer any calls, emergency or routine in nature, unless a backup on-call employee arrangement has been made. Non-essential employees will not be restricted except as previously provided.~~
- ~~B) — Upon duty completion, all employees will be expected to return promptly and resume their normal work activity.~~

~~All employees will receive their normal wage rate any time they answer a fire call during their core working hours. Employees will be paid for calls not exceeding four hours during a normal working period. All response time exceeding a four-hour time period must be taken as vacation pay, comp. time, or leave without pay.~~

~~If an on-call firefighter is required to attend Fire Department Trainings or Conferences, the employee must use vacation pay, comp time, or leave without pay to attend.~~

~~If an employee is required to work after a normal period on a day when the employee took service leave for a four-hour period or greater, time and one-half (1 1/2) wage rate will not be paid to employee until the actual hours of the employee's normal schedule have been worked.~~

## DRUG FREE WORKPLACE

In accordance with federal law, the City of Willmar has adopted the following policy on drugs in the workplace:

- Employees are expected and required to report to work on time and in appropriate mental and physical condition. It is the City's intent and obligation to provide a drug-free, safe and secure work environment.
- The unlawful manufacture, distribution, possession, or use of drugs on City property or while conducting City business is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

- The City recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use their health insurance plans, as appropriate.
- Employees must, as a component of employment, abide by the terms of this policy and must report any conviction under a criminal drug statute for violations occurring on or off work premises while conducting City business. A report of the conviction must be made within five (5) days after the conviction as required by the Drug-Free Workplace Act of 1988.

Please see the [City's full Drug and Alcohol Testing Policy for Commercial Driver's](#) or [Policy for Non-Commercial Driver's](#) (whichever is applicable) for additional information.

## CITY DRIVING POLICY

This policy applies to all employees who drive a vehicle on City business at least once per month, whether driving a City-owned vehicle or their own personal vehicle. It also applies to employees who drive less frequently but whose ability to drive is essential to their job due to the emergency nature of the job. The City expects all employees who are required to drive as part of their job to drive safely and legally while on City business and to maintain a good driving record.

The City will examine driving records once per year for all employees who are covered by this policy to determine compliance with this policy. Employees who lose their driver's license or receive restrictions on their license are required to notify their immediate supervisor on the first work day after any temporary, pending or permanent action is taken on their license and to keep their supervisor informed of any changes thereafter.

The City will determine appropriate action on a case-by-case basis. See full [City Driving Policy](#) for additional information.

## CELLULAR PHONE USE

This policy is intended to define acceptable and unacceptable uses of City issued cellular telephones. Its application is to insure cellular phone usage is consistent with the best interests of the City without unnecessary restriction of employees in the conduct of their duties. This policy will be implemented to prevent the improper use or abuse of cellular phones and to ensure that City employees exercise the highest standards of propriety in their use.

### General Policy

Cellular telephones are intended for the use of City employees in the conduct of their work for the City. Supervisors are responsible for the cellular telephones assigned to their employees and will exercise discretion in their use. Nothing in this policy will limit supervisor discretion to allow reasonable and prudent personal use of such telephones or equipment provided that:

- Its use in no way limits the conduct of work of the employee or other employees.
- No personal profit is gained or outside employment is served.
- All employees are expected to follow applicable local, state, and federal laws and regulations regarding the use of cellphones at all times. Employees whose job



responsibilities include regular or occasional driving and who are issued a cellphone for business use are expected to refrain from using their phone while driving. Safety must come before all other concerns. Regardless of the circumstances and in accordance with Minnesota law, employees are required to use hands-free operations or pull off into a parking lot and safely stop the vehicle before placing or accepting a call. Employees are encouraged to refrain from discussion of complicated or emotional matters and to keep their eyes on the road while driving at all times. Special care should be taken in situations where there is traffic or inclement weather, or the employee is driving in an unfamiliar area. Hands-free equipment will be provided with city-issued phones to facilitate the provisions of this policy.

- Reading/sending text messages, making or receiving phone calls, emailing, video calling, scrolling/typing, accessing a webpage, or using non-navigation applications while driving is strictly prohibited.
  - In accordance with State law, there is an exception to hands free cell phone operations to obtain emergency assistance to report a traffic accident, medical emergency or serious traffic hazard or prevent a crime from being committed. There is also a state law exception for authorized emergency vehicles while in the performance of official duties.
- Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. See above “City Driving Policy” for more information on reporting driver’s license restrictions”

Regardless of who pays the bill, cell phone records about city business are subject to the Minnesota Government Data Practices Act. What this means is that if a request were received, the city would be under the obligation to determine what information is public data and what information is private data and would need access to the employee’s phone records and possibly the phone itself in order to provide the data being requested. Therefore, the best practice is to limit usage of personal cell phones for city business to that which is truly necessary or be prepared to produce your cell phone and the associated records if needed.

An employee will not be reimbursed for business-related calls without prior authorization from their supervisor. Supervisors may also prohibit employees from carrying their own personal cell phones during working hours if it interferes with the performance of their job duties.

Use of public resources by City employees for personal gain and/or private use including, but not limited to, outside employment or political campaign purposes, is prohibited and subject to disciplinary action which may include termination and/or criminal prosecution, depending on the circumstances. Incidental and occasional personal use may be permitted with the consent of the supervisor.

Personal calls will be made or received only when absolutely necessary. Such calls must not interfere with working operations and are to be completed as quickly as possible.

In cases where the City does not regard accounting for personal calls to be unreasonable or administratively impractical due to the minimal cost involved, personal calls made by employees on a City-provided cellular phone must be paid for by the employee through reimbursement to the City based on actual cost listed on the City’s phone bill.

## Procedures

It is the objective of the City of Willmar to prevent and correct any abuse or misuse of cellular telephones through the application of this policy. Employees who abuse or misuse such telephones may be subject to disciplinary action.

## Responsibility

The City Administrator, or designee, will have primary responsibility for implementation and coordination of this policy. All supervisors will be responsible for enforcement within their departments.

## SAFETY

The health and safety of each employee of the City and the prevention of occupational injuries and illnesses are of primary importance to the City. To the greatest degree possible, management will maintain an environment free from unnecessary hazards and will establish safety policies and procedures for each department. Adherence to these policies is the responsibility of each employee. Overall administration of this policy is the responsibility of each supervisor. All employees must read and comply with the City of Willmar's [Safety Manual](#) (provided at orientation and available on the W drive > Safety Policies).

### Reporting Accidents and Illnesses

Both Minnesota workers' compensation laws and the state and federal Occupational Safety and Health Acts require that all on the job injuries and illnesses be reported as soon as possible by the employee, or on behalf of the injured or ill employee, to their supervisor. The employee's immediate supervisor is required to complete a [First Report of Injury](#) and any other forms that may be necessary related to an injury or illness on the job.

Employees should immediately report to their supervisor any unsafe practices or conditions observed in the workplace.

### Safety Equipment/Gear

Where safety equipment is required by federal, state, or local rules and regulations, it is a component of employment that such equipment be worn by the employee. If an employee's job requires they wear Safety Glasses and/or Safety Boots, the City will provide and/or reimburse some of the cost for that equipment. See full [Safety Equipment/Gear Policy](#) for additional information.

### Unsafe Behavior

Supervisors are authorized to send an employee home immediately when the employee's behavior violates the City's personnel policies, department policies, or creates a potential health or safety issue for the employee or others.

## City of Willmar, MN

# Drug and Alcohol Testing for Commercial Drivers Policy

### Purpose and Objectives

The City of Willmar (“City”) has a vital interest in maintaining safe, healthful, and efficient working conditions for employees, and recognizes that individuals who are impaired because of drugs and/or alcohol jeopardize the safety and health of other workers as well as themselves. The City is concerned about providing a safe workplace for its employees, and while the City does not intend to intrude into the private lives of its employees, it is the goal to provide a work environment conducive to maximum safety and optimum work standards. Alcohol and drug abuse can cause unsatisfactory job performance, increased tardiness and absenteeism, increased accidents and workers’ compensation claims, higher insurance rates, and an increase in theft of City property. The use, possession, manufacture, sale, transportation, or other distribution of ~~controlled substance drug~~ or ~~controlled substance drug~~ paraphernalia and the unauthorized use, possession transportation, sale, or other distribution of alcohol is contrary to this policy and jeopardizes public safety.

In response to regulations issued by United States Department of Transportation (“DOT”), the City has adopted this Policy on Alcohol and ~~Controlled Substance Drugs~~ for employees who hold a commercial driver’s license (CDL) to perform their duties. The City also has a separate Policy on ~~Drug Controlled Substance~~ and Alcohol Testing for employees not covered by DOT regulations.

Given the significant dangers of alcohol and ~~controlled substance drug~~ use, each applicant and driver must abide by this policy as a term and condition of hiring and continued employment. Moreover, federal law requires the City to implement such a policy.

To ensure this policy is clearly communicated to all drivers and applicants, and in order to comply with applicable federal law, drivers and applicants are required to review this policy and sign the “Certificate of Receipt” portion.

Because changes in applicable law and the City’s practices and procedures may occur from time to time, this policy may change in the future, and nothing in this policy is intended to be a contract, promise, or guarantee the City will follow any particular course of action, disciplinary, rehabilitative or otherwise, except as required by law. This policy does not in any way affect or change the status of any at-will employee.

Any revisions to the Federal Omnibus Transportation Employee Testing Act will take precedent over this policy to the extent the policy has not incorporated those revisions.

### Persons Subject to Testing & Types of Tests

All employees are subject to testing who job duties include performing “safety-sensitive duties” on City vehicles that:

1. Have a gross combination weight rating or gross combination weight of 26,001 pounds or more, whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 10,000 pounds, whichever is greater; or
2. Have a gross vehicle weight rating or gross vehicle weight of 26,0001 or more pounds whichever is greater; or
3. Are designed to transport 16 or more passengers, including the driver; or
4. Are of any size and are used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

The following functions are considered safety-sensitive:

- all time waiting to be dispatched to drive a commercial motor vehicle
- all time inspecting, servicing, or conditioning a commercial motor vehicle
- all time driving at the controls of the commercial motor vehicle
- all other time in or upon a commercial motor vehicle (except time spent resting in a sleeper berth)
- all time loading or unloading a commercial motor vehicle, attending the same, giving or receiving receipts for shipments being loaded or unloaded, or remaining in readiness to operate the vehicle
- all time repairing, obtaining assistance, or attending to a disable commercial motor vehicle.

The City may test any applicant to whom a conditional offer of employment has been made and any driver for ~~controlled substance~~ drug and alcohol under any of the following circumstances:

### **Pre-Employment Testing**

All applicants, including current employees seeking a transfer, applying for a position where duties include performing safety-sensitive duties described above, will be required to take a drug test prior to the first time a driver performs a safety-sensitive function for the City. A driver may not perform safety-sensitive functions unless the driver has received a ~~controlled substance~~ drug test result from the Medical Review Officer (“MRO”) indicating a verified negative test result. In addition to pre-employment ~~controlled substance~~ drug testing, applicants will be required to authorize in writing former employers to release alcohol test results of .04 or greater, positive ~~controlled substance~~ drug test results, refusals to test, other violations of drug and alcohol testing regulations, and completion of return to duty requirements within the preceding three years.

All applicants, including current employees seeking a transfer, applying for a position where duties include performing safety-sensitive duties described above, will be required to take an alcohol test prior to the first time a driver performs a safety-sensitive function for the City, but only after a conditional offer of employment has been made. No applicant, including current employees seeking a transfer, will perform safety-sensitive functions unless the driver has received an alcohol test result from the MRO indicating a test result of .02 or less Blood Alcohol Content (“BAC”).

The City will contact the candidate's DOT regulated previous and current employers within the last three years for drug and alcohol test results as referenced above, and review the testing history if feasible before the employee first performs safety-sensitive functions for the City. Beginning in 2020, the City will also conduct a limited query of the Federal Motor Carrier Safety Administration's Clearinghouse for all candidates. In addition, at least once a year, the City will conduct a limited query of the Clearinghouse for each currently employed CDL driver. If the limited query reveals that the Clearinghouse has information about resolved or unresolved drug and alcohol program violations by a candidate or current employee, he or she will be asked to provide electronic consent to a full query of the Clearinghouse (unless he or she has previously provided electronic consent). In the event a full query of the Clearinghouse reveals unresolved violation information for a candidate or current employee, the driver will not be permitted to perform safety-sensitive functions, including the operation of a Commercial Motor Vehicle and, in the case of a candidate, may have their conditional offer of employment rescinded or, in the case of a current employee, may be subject to discipline.

### Post-Accident Testing

As soon as practicable following an accident involving a commercial motor vehicle operating on a public road, the City will test each surviving driver for ~~controlled substance~~ drugs and alcohol when the following occurs:

- The accident involves a fatality or
- The driver receives a citation for a moving traffic violation from the accident and an injury is treated away from the accident scene or
- The driver receives a citation for a moving traffics violation from the accident and a vehicle is required to be towed from the accident scene.

The following chart summarizes when DOT post-accident testing needs to be conducted:

Type of accident involved	Citation issued to the DOT covered CDL driver?	Test must be performed by the City
i. Human fatality	YES	YES
	NO	YES
ii. Bodily injury with immediate medical treatment away from the scene	YES	YES
	NO	NO
iii. Disabling damage to any motor vehicle requiring tow away	YES	YES
	NO	NO

A driver subject to post-accident testing must remain readily available or the driver will be deemed to have refused to submit to testing. This requirement to remain ready for testing does not preclude a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary medical care.

### Post-Accident ~~Controlled Substance~~ Drug Testing

Drivers are required to submit a urine sample for post-accident ~~controlled-substance~~ drug testing as soon as possible. If the driver is not tested within thirty-two (32) hours after the accident, the City will cease its attempts to test the driver and prepare and maintain on file a record stating why the test was not promptly administered.

### **Post-Accident Alcohol Testing**

Drivers are required to submit to post-accident alcohol testing as soon as possible. After an accident, consuming alcohol is prohibited until the driver is tested. If the driver is not tested within two (2) hours after the accident, the City will prepare and maintain on file a record stating why the test was not administered within that time. If eight hours have elapsed since the accident and the driver has not submitted to an alcohol test, the City will cease its attempts to test the driver and prepare and maintain on file a record stating why the test was not administered.

The City may accept the results of a blood or breath test in place of an alcohol test and urine test for the use of ~~controlled-substance~~ drugs if:

- The tests are conducted by federal, state, or local officials having independent authority for the test, and
- The tests conform to applicable federal, state, or local testing requirements, and
- The test results can be obtained by the City.

Whenever such a test is conducted by a law enforcement officer, the driver must contact the City and immediately report the existence of the test, providing the name, badge number, and telephone number of the law enforcement officer who conducted the test.

### **Random Testing**

Every driver will be subject to unannounced alcohol and ~~controlled-substance~~ drug testing on a random selection basis. Drivers will be selected for testing by use of a scientifically valid method under which each driver has an equal chance of being selected each time selections are made. These random tests will be conducted throughout the calendar year. Each driver who is notified of selection for random testing must cease performing safety-sensitive functions and report to the designated test site immediately. It is mathematically possible drivers may be selected be picked and tested more than once, and others not at all.

If a driver is selected for a random test while he or she is absent, on leave or away from work, that driver may be required to undergo the test when he or she returns to work.

For 2014, federal law requires the City to test at a rate of at least fifty percent (50%) of its average number of drivers for ~~controlled-substance~~ drugs each year, and to test at a rate of at least ten percent (10%) of its average number of drivers for alcohol each year. These minimum testing rates are subject to change by the DOT.

### **Reasonable Suspicion Testing**

When a supervisor has reasonable suspicion to believe a driver has engaged in conduct prohibited by federal law or this policy, the City will require the driver to submit to an alcohol and/or ~~controlled-substance~~ drug test.

The City's determination that reasonable suspicion exists to require the driver to undergo an alcohol test will be based on "specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver." In the case of ~~controlled-substance~~ drugs, the observations may include indications of the chronic and withdrawal effects of a ~~controlled-substance~~ drug.

The required observations for reasonable suspicion testing will be made by a supervisor or other person designated by the City who has received appropriate training in identification of actions, appearance and conduct of a driver which are indicative of the use of alcohol or ~~controlled-substance~~ drugs. These observations leading to an alcohol or ~~controlled-substance~~ drug test, will be reflected in writing and signed by the supervisor who made the observations. The record will be retained by the City. The person who makes the determination that reasonable suspicion exists to conduct testing, will not be the person conducting the testing, which shall instead be conducted by another qualified person.

Alcohol testing is authorized only if the observations are made during, just before, or just after the driver has ceased performing such functions. If a reasonable suspicion alcohol test is not administered within two (2) hours following the determination of reasonable suspicion, the City will prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If a reasonable suspicion alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the City will prepare and maintain on file a record stating the reasons the alcohol test was not administered, and will cease attempts to conduct the alcohol test.

Notwithstanding the absence of a reasonable suspicion test, no driver may report for duty or remain on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol use, nor will the City permit the driver to perform or continue to perform safety-sensitive functions until (1) an alcohol test is administered and the driver's alcohol concentration is less than .02; or (2) twenty-four (24) hours have elapsed following the determination of reasonable suspicion.

### **Return-to-Duty Testing**

The City reserves the right to impose discipline against drivers who violate applicable FMCSA or DOT rules or this policy, subject to applicable personnel policy and collective bargaining agreements. Except as otherwise required by law, the City is not obligated to reinstate or requalify such drivers for a first positive test result.

Should the City consider reinstatement of a DOT covered driver, the driver must undergo a Substance Abuse Professional ("SAP") evaluation and participate in any prescribed education/treatment, and successfully complete return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 and/or or a ~~controlled-substance~~ drug test with a verified negative result, before the driver returns to duty requiring the performance of a safety-sensitive function. The SAP determines if the driver has completed the education/treatment as prescribed.

The employee is responsible for paying for all costs associated with the return-to-duty test. The ~~controlled-substance~~ drug test will be conducted under direct observation.

### **Follow-Up Testing.**

The City reserves the right to impose discipline against drivers who violate applicable FMCSA or DOT rules or this policy, subject to applicable personnel policies and collective bargaining agreements. Except as otherwise required by law, the City is not obligated to reinstate or requalify such drivers.

Should the City reinstate a driver following a determination by a Substance Abuse Professional (SAP) that the driver is in need of assistance in resolving problems associated with alcohol use and/or use of ~~controlled-substance~~ drug(s), the City will ensure that the driver is subject to unannounced follow-up alcohol and/or ~~controlled-substance~~ drug testing. The number and frequency of such follow-up testing will be directed by the SAP and will consist of at least six (6) tests in the first twelve (12) months following the driver's return to duty. Follow-up testing will not exceed sixty (60) months from the date of the driver's return to duty. The SAP may terminate the requirement for follow-up testing at any time after the first six tests have been administered, if the SAP determines such test is no longer necessary. The employee is responsible for paying for all costs associated with follow-up tests.

Follow-up alcohol testing will be conducted only when the driver is performing safety-sensitive functions, or immediately prior to or after performing safety-sensitive functions.

### **Cost of Required Testing**

The City will pay for the cost of pre-employment, post-accident, random, and reasonable suspicion ~~controlled-substance~~ drug and alcohol testing requested or required of all job applicants and employees. The driver must pay for the cost of all requested confirmatory re-tests, return-to-duty, and follow-up testing.

### **Required Prior ~~Controlled-Substance~~ Drug and Alcohol Checks for Applicants**

The City will conduct prior drug and alcohol checks of applicants for employment to drive a commercial motor vehicle. Applicants must execute a consent form authorizing the City to obtain the required information. The City will obtain (pursuant to the applicant's written consent) information on the applicant's alcohol test with a concentration result of 0.04 or greater, positive ~~controlled-substance~~ drug test results, and refusals to be tested within the preceding three (3) years which are maintained by the applicant's previous employers. The City will obtain all information concerning the applicant which is maintained by the applicant's previous employers within the preceding three (3) years pursuant to DOT and FMCSA ~~controlled-substance~~ drug and alcohol testing regulations. The City will review such records, if feasible, prior to the first time a driver performs safety-sensitive functions.

### **Prohibited Conduct**

The following conduct is explicitly prohibited by applicable DOT and FMCSA regulations and therefore constitutes violation of City policy.



### **Under the influence of alcohol when reporting for duty or while on duty**

No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers reporting for duty or remaining on duty to perform safety-sensitive functions while having an alcohol concentration of 0.02, but less than 0.04, will be removed from duty for 24 hours, escorted home and placed on vacation or compensatory, PTO, or another appropriate leave of absence for hours missed from work.

### **On-Duty Use of Alcohol**

No driver may use alcohol while performing safety-sensitive functions.

### **Pre-Duty Use of Alcohol**

No driver may perform safety-sensitive functions within four (4) hours after using alcohol. If an employee has had alcohol within four hours they are to notify their supervisors before performing any safety-sensitive functions.

### **Alcohol Use Following an Accident**

No driver required to take a post-accident alcohol test may use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.

### **Refusal to Submit to a Required Alcohol or ~~Controlled Substance~~ Drug Test**

No applicant or driver may refuse to submit to pre-employment, post-accident, random, reasonable suspicion or follow-up alcohol or ~~controlled substance~~ drug testing.

In the event an applicant or driver does in fact refuse to submit to required alcohol or ~~controlled substance~~ drug testing, no test will be conducted. Refusal by a driver to submit to ~~controlled substance~~ drug or alcohol testing will be considered a positive test result, will cause disqualification from performing safety-sensitive functions, and may appear on the driver's permanent record. Drivers who refuse to submit to testing will be subject to discipline, up to and including termination. In accordance with the Federal Motor Carrier Safety Administration's (FMCSA) Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse reporting requirements, beginning January 6, 2020, the City will report a driver's refusal to submit to a DOT test for drug or alcohol use to the Clearinghouse within three business days. If an applicant refuses to submit to pre-employment ~~controlled substance~~ drug testing, any applicable conditional offer will be withdrawn.

For purposes of this section, a driver is considered to have refused to submit to an alcohol or ~~controlled substance~~ drug test when the driver:

- Fails to provide adequate breath for alcohol testing without a valid medical explanation after he or she has received notice of the requirement for breath testing.
- Fails to provide adequate urine for ~~controlled substance~~ drug testing without a genuine inability to provide a specimen (as determined by a medical evaluation), after he or she has received notice of the requirement for urine testing.
- Fails to report for testing within a reasonable period of time, as determined by the City.

- Fails to remain at a testing site until testing is complete.
- In the case of directly observed or monitored collection, fails to permit observation or monitoring.
- Fails or declines to take a second test as required by the City and/or collector.
- Fails to undergo a medical examination as directed by the City pursuant to federal law.
- Refuses to complete and sign the alcohol testing form, to provide a breath or saliva sample, to provide an adequate amount of breath, or otherwise cooperate in any way that prevents the completion of the testing process.
- Engages in conduct that clearly obstructs the test process.

### **Altering or attempting to alter a urine sample or breath test**

A driver altering or attempting to alter a urine sample or ~~controlled substance~~ drug test, or substituting or attempting to substitute a urine sample, will be subject to providing a specimen under direct observation. Both specimens will be subject to laboratory testing. In such case, the employee may be subject to immediate termination of employment and any job offer made to an applicant will be immediately withdrawn.

### **Controlled Substance Drug Use**

No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any ~~controlled substance drug~~, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the driver in writing the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle. Drivers must forward this information regarding therapeutic ~~controlled substance~~ drug use to the City immediately after receiving any such advice.

Having a medical marijuana card and/or a cannabis prescription from a physician does not allow anyone to use or possess that drug in the city's workplace. The federal government still classifies cannabis as an illegal drug. *There is no acceptable concentration of marijuana metabolites in the urine or blood of an employee who performs safety-sensitive duties for the City.* Employees are still subject to being tested under our policies, as well as for being disciplined, suspended or terminated after testing positive for cannabis while at work.

### **Controlled Substance Drug Testing**

No driver may report for duty, remain on-duty or perform a safety-sensitive function if the driver tests positive for ~~controlled substance~~ drug(s).

In addition to the conduct prohibited by applicable DOT and FMCSA regulations, the City also maintains other applicable policies regarding drug and alcohol that are applicable to all employees. For specifics regarding those requirements, refer to the City's policy for non-DOT related drug and alcohol policy.

### **Collection and Testing Procedures**

Drivers are required to report immediately upon notification to the collection site. For random tests conducted off site, employees may use a City vehicle to drive to the collection site. Drivers will be expected to provide a photo ID card for identification to the collection staff. All drivers will be expected to cooperate with collection site personnel request to remove any unnecessary

outer garments such as coats, sweaters or jackets and will be required to empty their pockets. Collection personnel will complete a Federal Custody and Control Form (“CCF”) which drivers providing a sample will sign as well.

### **Alcohol Testing**

Employees will be tested for alcohol just before, during, or immediately following performance of a safety-sensitive function. If a driver is also taking a DOT ~~controlled-substance~~ drug test, generally speaking, the alcohol test is completed before the urine collection process begins. Screening tests for alcohol concentration will be performed utilizing a non-evidential screening device included by the National Highway Traffic Safety Administration on its conforming products list (e.g., a saliva screening device) or an evidential breath testing device (“EBT”) operated by a trained breath alcohol technician (“BAT”) at a collection site. An alcohol test usually takes approximately 15 minutes if the result is negative. If a driver’s first attempt is positive (with an alcohol concentration of .02 or greater), the driver will be asked to wait at least 15 minutes and then be tested again. The driver may not eat, drink or place anything in their mouth (e.g., cigarette, chewing gum) during this time. All confirmation tests will be conducted in a location that affords privacy to the driver being tested, unless unusual circumstances (e.g., when it is essential to conduct a test outdoors at the scene of an accident) make it impracticable to provide such privacy. Any results less than 0.02 alcohol concentration is considered a “negative” test result.

If the driver attempts and fails to provide an adequate amount of breath, they will be referred to a physician to determine if the driver’s inability to provide a specimen is genuine or constitutes a refusal to test. Alcohol test results are reported directly to the City by the collection site staff.

### **Controlled-Substance Drug Testing**

The City will use a “split urine specimen” collection procedure for ~~controlled-substance~~ drug testing. Collection of urine specimens for ~~controlled-substance~~ drug testing will be conducted by an approved collector and will be conducted in a setting and manner to ensure the driver’s privacy.

~~Controlled-substance~~ drug testing generally takes about 15 minutes. At the collection site, the driver will be given a sealed container and must provide at least 45 ml of urine for testing. Once the sample is provided the collection personnel will check the temperature and color and look for signs of contamination. The urine is then split into two separate specimen containers (A, or “primary,” and B, or “split”) with identifying labels and security seals affixed to both. The collection facility will be responsible for maintaining a proper chain of custody for delivery of the sample to a DHHS-certified laboratory for analysis. The laboratory will retain a sufficient portion of any positive sample for testing and store that portion in a scientifically-acceptable manner for a minimum 365-day period.

If an employee fails to provide a sufficient amount of urine to permit a ~~controlled-substance~~ drug test (45 milliliters of urine), the collector will discard the insufficient specimen, unless there is evidence of tampering with that specimen. The collector will urge the driver to drink up to 40 ounces of fluid, distributed reasonably over a period of up to three hours, or until the driver has provided a sufficient urine specimen, whichever occurs first. If the driver has not provided a

sufficient specimen within three hours of the first unsuccessful attempt, the collector will cease efforts to attempt to obtain a specimen. The driver must then obtain, within five calendar days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen. If the licensed physician concludes the driver has a medical condition, or with a high degree of probability could have, precluded the driver from providing a sufficient amount of urine, the City will consider the test to have been canceled. If a licensed physician cannot make such a determination, the City will consider the driver to have engaged in a refusal to test, and will take appropriate disciplinary action under this policy.

The primary specimen is used for the first test. If the test is negative, it is reported to the MRO who then reports the result, following a review of the CCF Form for compliance, to the City. If the initial result is positive or non-negative, a "confirmatory retest" will be conducted on the primary specimen. If the confirmatory re-test is also positive, the result will be sent to the MRO. The MRO will contact the driver to verify the positive result. If the MRO is unable to reach the driver directly, the MRO must contact the City who will direct the driver to contact the MRO.

## Review of Test Results

The MRO is a licensed physician with knowledge and clinical experience in substance abuse disorders, and is responsible for receiving and reviewing laboratory results of the ~~controlled substances~~ drug test as well as evaluating medical explanations for certain drug test results. Prior to making a final decision to verify a positive test result, the MRO will give the driver or the job applicant an opportunity to discuss the test result, typically through a phone call. The MRO, or a staff person under the MRO's supervision, will contact the individual directly, on a confidential basis, to determine whether the individual wishes to discuss the test result. If the employee or job applicant wishes to discuss the test result:

- The individual may be required to speak and/or meet with the MRO, who will review the individual's medical history, including any medical records provided.
- The individual will be afforded the opportunity to discuss the test results and to offer any additional or clarifying information which may explain the positive test result. If the employee or job applicant, believes a mistake was made at the collection site, at the labor, on a chain-of-custody form, or that the drug test results are caused by lawful substance use, the employee should tell the MRO.
- If there is some new information which may affect the original finding, the MRO may request the laboratory to perform additional testing on the original specimen in order to further clarify the results; and
- A final determination will be made by the MRO that the test is either positive or negative, and the individual will be so advised.

If the MRO upholds the positive, adulterated or substituted drug determination, that test result will be provided to the City. There is no opportunity to explain a positive alcohol test provided in the DOT regulations.

The driver can request the MRO to have the split specimen (the second "B" container) tested at the driver's expense. This includes all costs that may be associated with the re-test. There is no split specimen testing for an invalid result. The driver has 72 hours after they have been notified

of the positive result to make this request. If the employee requests an analysis of the split specimen, the MRO will direct the laboratory to send the split specimen to another certified laboratory for analysis.

If an employee has not contacted the MRO within 72 hours, the employee may present information documenting that serious injury, illness, lack of actual notice of the verified test result, inability to contact the MRO, or other circumstances unavoidably prevented the employee from making timely contact. If the MRO concludes there is legitimate explanation for the employee's failure to contact within 72 hours, the MRO will direct the analysis of the split specimen.

If the results of the split specimen are negative, the City may pay for all costs associated with the test and there will be no adverse action taken against the employee or job applicant.

## **Notification of Test Results**

### **Employees**

The City will notify a driver of the results of random, reasonable suspicion, and post-accident tests for ~~controlled substance~~ drug if the test results are verified positive, and will inform the driver which ~~controlled substance or substances~~ drug or drugs were verified as positive. Results of alcohol tests will be immediately available from the collection agent.

### **Right to Confirmatory Retest**

Within seventy-two (72) hours after receiving notice of a positive ~~controlled substance~~ drug test result, an applicant or driver may request through the MRO a re-analysis (confirmatory retest) of the driver's split specimen. Action required by federal regulation as a result of a positive ~~controlled substance~~ drug test (e.g., removal from safety-sensitive functions) will not be stayed during retesting of the split specimen. If the result of the confirmatory retest fails to reconfirm the presence of the ~~controlled substance~~ drug(s) or ~~controlled substance~~ drug metabolite(s) found in the primary specimen, or if the split specimen is unavailable, inadequate for testing or untestable, the MRO will cancel the test.

### **Dilute Specimens**

Dilute Negatives Creatinine concentration of specimen is equal to or greater than 2 mg/dL, but less than or equal to 5 mg/dL. If the City receives information that a driver has provided a dilute negative specimen, the City will direct a recollection, pursuant to the MRO's direction, under direct observation.

## **Consequences for Drivers Engaging in Prohibited Conduct**

### **Job Applicants**

Any applicable conditional offer of employment will be withdrawn from a job applicant or employee seeking a transfer who refuses to be tested or tests positive for ~~controlled substance~~ drug(s) pursuant to this policy.

### **Employees**

Drivers who are known to have engaged in prohibited behavior with regard to alcohol misuse or use of ~~controlled substance~~ drug(s), as defined earlier in this policy, are subject to the following consequences:

- **Removal from Safety-Sensitive Functions**

No driver may perform safety-sensitive functions, including driving a commercial motor vehicle, if the driver has engaged in conduct prohibited by federal law.

No driver who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 may perform or continue to perform safety-sensitive functions for the City, including driving a commercial motor vehicle, until the start of the driver's next regularly scheduled duty, but not less than twenty-four (24) hours following administration of the test.

If a driver tests positive under this policy, or is found to have an alcohol concentration of .02 or greater but less than .04, the driver will be removed from safety sensitive duties and escorted home; the driver should not drive home, but be escorted to his or her home. The driver will then be placed on vacation or Compensatory, PTO, or another appropriate leave of absence, for hours missed from work.

- **Notification of Resources Available**

The City will advise each driver who has engaged in conduct prohibited by federal law or who has a positive alcohol or ~~controlled substance~~ drug test of the resources available to the driver including but not limited to the City's EAP, in evaluating and resolving problems associated with the misuse of alcohol and use of a ~~controlled substance~~ drug, including the names, addresses, and telephone numbers of Substance Abuse Professionals and counseling and treatment programs. The City will provide this SAP listing in writing at no cost to the driver.

- **Discipline**

The City reserves the right to impose whatever discipline the City deems appropriate in its sole discretion, up to and including termination for a first occurrence, against drivers who violate applicable FMCSA or DOT rules or this policy, subject to applicable personnel policies and collective bargaining agreements. Except as otherwise required by law, the City is not obligated to reinstate or requalify such drivers following a first positive confirmed ~~controlled substance~~ drug or alcohol test result.

- **Evaluation, and Return to Duty Testing**

Should the City wish to consider reinstatement of a driver who engaged in conduct prohibited by federal law and/or who had a positive alcohol or ~~controlled substance~~ drug test, the driver must undergo a SAP evaluation, participate in any prescribed education/treatment, and successfully complete return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 and/or or a ~~controlled substance~~ drug test with a verified negative result, before the driver returns to duty requiring the performance of a safety-sensitive function. The SAP will determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse and ~~controlled substance~~ drug use and will ensure the driver properly follows any rehabilitation program and submits to unannounced follow-up alcohol and ~~controlled substance~~ drug testing.

- **Follow-Up Testing**

If the driver passes the return-to-duty test, they will be subject to unannounced follow-up alcohol and/or ~~controlled substance~~ drug testing. The number and frequency for such follow-up testing will be as directed by the SAP and will consist of at least six tests in the first twelve months. These tests will be conducted under direct observation.

- **Refusal to test**

All drivers and applicants have the right to refuse to take a required alcohol and/or ~~controlled substance~~ drug test. If an employee refuses to undergo testing, the employee will be considered to have tested positive and may be subject to disciplinary action, up to and including termination. Refer to Refusing to Test provided earlier in this policy.

- **Responsibility for Cost of Evaluation and Rehabilitation**

Drivers will be responsible for paying the cost of evaluation and rehabilitation (including services provided by a Substance Abuse Professional) recommended or required by the City or FMCSA or DOT rules, except to the extent that such expense is covered by an applicable employee benefit plan or imposed on the City pursuant to a collective bargaining agreement.

- **Reporting to the FMCSA's CDL Drug and Alcohol Clearinghouse**

In accordance with the Federal Motor Carrier Safety Administration's (FMCSA) Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse reporting requirements beginning January 6, 2020, the City will report the following information to the Clearinghouse within three business days:

- ✓ A DOT alcohol confirmation test result with an alcohol concentration of 0.04 or greater;
- ✓ A negative DOT return-to-duty test result;
- ✓ The driver's refusal to submit to a DOT test for drug or alcohol use;
- ✓ An "Actual knowledge" violation; and
- ✓ A report that the driver successfully completed all DOT follow-up tests as ordered by an SAP.

## **Loss of CDL License for Traffic Violations in Commercial and Personal Vehicles**

Effective August 1, 2005, the FMCSA established strict rules impacting when CDL license holders can lose their CDL for certain traffic offenses in a commercial or personal vehicle. Employees are required to notify their supervisor immediately if the status of their CDL license changes in anyway.

## **Maintenance and Disclosure of Records**

Except as required or authorized by law, the City will not release driver's information that is contained in records required to be maintained by this policy or FMCSA and DOT regulations. Beginning in 2020, the City will be required to query and report to the agency's Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse prior to hiring new drivers, will conduct annual checks of existing CDL-drivers, and will report certain violations of the DOT

drug and alcohol testing program for holders of CDLs. In addition, a driver is entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or a ~~controlled substance~~ drug, including any records pertaining to his or her alcohol or ~~controlled substance~~ drug tests.

## **Policy Contact for Additional Information**

If you have any questions about this policy or the City's ~~controlled substance~~ drug and alcohol testing procedures, you may contact your immediate supervisor or Human Resources to obtain additional information.

## **Definitions**

### **Accident:**

Means an occurrence involving a commercial motor vehicle operating on a public road which results in a fatality; bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or one or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle. The term "accident" does not include an occurrence involving only boarding and alighting from a stationary motor vehicle; an occurrence involving only the loading or unloading of cargo; or an occurrence in the course of the operation of a passenger car or a multipurpose passenger vehicle unless the vehicle is transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded in accordance with 49 C.F.R. § 177.823; 49 C.F.R. § 382.303(a); 49 C.F.R. § 382.303(f).

### **Alcohol Concentration (or Content):**

Means the alcohol on a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. 49 C.F.R. § 382.107.

### **Alcohol Use:**

Means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol. 49 C.F.R. § 382.107.

### **Applicant:**

Means a person applying to drive a commercial motor vehicle. 49 C.F.R. § 382.107.

### **Breath Alcohol Technician or BAT:**

Means an individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device (EBT). 49 C.F.R. § 40.3.

### **City:**

Means City of Willmar.

### **City Premises:**

Means all job sites, facilities, offices, buildings, structures, equipment, vehicles and parking areas, whether owned, leased, used or under the control of the City.



**Collection Site:**

Means a place designated by the City where drivers present themselves for the purpose of providing a specimen of their urine or breath to be analyzed for the presence of alcohol or ~~controlled substance~~ drugs. 49 C.F.R. § 40.3.

**Commercial Motor Vehicle:**

Means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle (1) has a gross combination weight rating or gross combination weight of 26,001 or more pounds, whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 10,000 pounds, whichever is greater; or (2) has a gross vehicle weight rating or gross vehicle weight of 26,001 or more pounds, whichever is greater; or (3) is designed to transport sixteen (16) or more passengers, including the driver; or (4) is of any size and is used in the transportation of materials found to be in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulation. (49 C.F.R. part 172, subpart F) § 382.107.

**Confirmation (or Confirmatory) Test:**

For alcohol testing means a second test, following a positive non-evidential test, following a positive non-evidential (e.g., saliva) screening test or a breath alcohol screening test with the result of 0.02 or greater, that provides quantitative data of alcohol concentration. For ~~controlled substance~~ drug testing, “Confirmation (or Confirmatory) Test” means a second analytical procedure to identify the presence of a specific ~~controlled substance~~ drug or metabolite which is independent of the screen test and which uses a different technique and chemical principal from that of the screen test in order to ensure reliability and accuracy. 49 C.F.R. § 382.107.

**~~Controlled Substance~~ Drug:**

Means those substances identified in 49 C.F.R. § 40.85. Marijuana, amphetamines, opioids, (including heroin), phencyclidine (PCP), cocaine, and any of their metabolites are included within this definition. 49 (C.F.R. § 382.107; 49 C.F.R. § 40.85.

**Department of Transportation or DOT:**

Means the United States Department of Transportation.

**DHHS:**

Means the Department of Health & Human Services or any designee of the Secretary, Department of Health & Human Services. 49 C.F.R. § 40.3.

**Disabling Damage:**

Means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs, including damage to motor vehicles that could have been driven, but would have been further damaged if so driven. Disabling damage does not include damage which can be remedied temporarily at the scene of the accident without special tools or parts, tire disablement without other damage even if no spare tire is available, headlight

or tail light damage or damage to turn signals, horn or windshield wipers which make them inoperative. 49 C.F.R. § 382.107.

**Driver:**

Means any person who operates a commercial motor vehicle. This includes, but is not limited to full-time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent owner-operator contractors who are either directly employed by or under lease to the City or who operate a commercial motor vehicle at the direction of or with the consent of the City. For purposes of pre-employment testing, the term driver includes a person applying to drive a commercial motor vehicle. 49 C.F.R. § 382.107.

**Drug:**

Has the same meaning as “~~controlled substance~~ drug.”

**Employee seeking a transfer:**

Refers to an employee who is not subject to DOT regulations seeking a transfer to a position that will subject them to DOT regulations in the sought after position.

**Evidential Breath Testing Device or EBT:**

Means a device approved by the National Highway Traffic Safety Administration (“NHTSA”) for the evidential testing of breath and placed on NHTSA’s “Conforming Products List of Evidential Breath Measurement Devices.” 49 C.F.R. § 40.3.

**Federal Motor Carrier Safety Administration or FMCSA:**

Means the Federal Motor Carrier Safety Administration of the United States Department of Transportation.

**Medical Review Officer or MRO:**

Means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by a ~~controlled substance~~ drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual’s confirmed positive test result together with his or her medical history and any other relevant biomedical information. 49 C.F.R. § 40.3

**Performing (a Safety-Sensitive Function):**

Means any period in which a driver is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions. 49 C.F.R. § 382.107.

**Positive Test Result:**

Means a finding of the presence of alcohol or ~~controlled substance~~ drug(s), or their metabolites, in the sample tested in levels at or above the threshold detection levels established by applicable law.

**Reasonable Suspicion:**

Means a belief a driver has engaged in conduct prohibited by the FMCSA ~~controlled substance~~ drug and alcohol testing regulations, except when related solely to the possession of alcohol,

based on specific contemporaneous, articulable observations made by a supervisor or City official who has received appropriate training concerning the appearance, behavior, speech or body odors of the driver. The determination of reasonable suspicion will be made in writing on a Reasonable Suspicion Record Form during, just preceding, or just after the period of the work day that the driver is required to be in compliance with this policy. In the case of a ~~controlled substance~~ drug, the observations may include indications of the chronic and withdrawal effects of a ~~controlled substance~~ drug.

**Safety-Sensitive Function:**

Means all time from the time a driver begins to work or is required to be in readiness to work until the time he or she is relieved from work and all responsibility for performing work. Safety-sensitive functions include:

- All time at a City plant, terminal, facility, or other property, or on any public property,
- waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- All time inspecting equipment as required by 49 C.F.R. § 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- All time spent at the driving controls of a commercial motor vehicle in operation;
- All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 C.F.R. § 393.76);
- All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle. 49 C.F.R. § 382.107.

**Screening Test (also known as Initial Test):**

In alcohol testing, mean an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in her or her system. Screening tests may be conducted by utilizing a non-evidential screening device included by the National Highway Traffic Administration on its conforming products list (e.g., a saliva screening device) or an evidential breath testing device (“EBT”) operated by a trained breath alcohol technician (“BAT”). In ~~controlled substance~~ drug testing, “Screening Test” means an immunoassay screen to eliminate “negative” urine specimens form further consideration. 49 C.F.R. § 382.107.

**Substance Abuse Professional” or “SAP”:**

Means a licensed physician (medical doctor or doctor of osteopathy), licensed or certified psychologist, licensed or certified social worker, licensed or certified employee assistance professional, or licensed or certified addiction counselor (certified by the National Association of Alcoholism and ~~controlled substance~~ drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and ~~controlled substance~~ drug -related disorders. 49 C.F.R. § 40.281.

## **City of Willmar, MN**

# **Drug and Alcohol Testing and Drug-Free Workplace Act Policy for Non-Commercial Drivers (Non-DOT)**

### **Purpose and Objectives**

The City of Willmar (“City”) has a vital interest in maintaining safe, healthful, and efficient working conditions for employees, and recognizes that individuals who are impaired because of drugs and/or alcohol jeopardize the safety and health of other workers as well as themselves. The City of Willmar does not intend to intrude into the private lives of its employees, but strongly believes that a drug- and alcohol-free workplace is in the best interest of employees and the public alike. Alcohol and drug abuse can cause unsatisfactory job performance, increased tardiness and absenteeism, increased accidents and workers’ compensation claims, higher insurance rates, and an increase in theft of City property. The City of Willmar’s Drug and Alcohol Testing Non-DOT policy has been established for the purpose of providing a safe workplace for all.

City employees and applicants required to hold a commercial driver’s license by the United States Department of Transportation (“DOT”) for their job will be tested under the City’s Policy on ~~controlled substance~~ Drug and Alcohol Testing for Commercial Drivers (the “DOT Policy”). All other employees and job applicants offered employment with the City must undergo testing as described by this policy.

To ensure the policy is clearly communicated to all employees and applicants to whom offers of employment have been made, and to comply with state law, employees and applicants are required to review this policy and sign the “policy acknowledgement.” A job applicant will also acknowledge in this form that they understand that passing the drug test is a requirement of the job.

### **Persons Subject to Testing and Circumstances Under Which Testing May Be Required**

Under this policy, the City may test any applicant to whom an offer of employment has been made, and may test any employee for alcohol and/or ~~controlled substance~~ drug under any of the following circumstances with a properly accredited or licensed testing laboratory, in accordance with Minn. Stat. § 181.953, subd. 1.

Temporary and seasonal employees are not subject to this policy with the exception of those designated by the hiring department as safety-sensitive positions.

#### **(1) Reasonable Suspicion Testing:**

Consistent with Minn. Stat. § 181.951, subd. 3, employees will be subject to alcohol and ~~controlled substance~~ drug testing when reasonable suspicion exists to believe that the employee:

- Is under the influence of alcohol or a ~~controlled substance~~ drug; or
- Has violated written work rules prohibiting the use, possession, sale or transfer of drugs or alcohol while working, while on City property, or while operating City vehicles, machinery or any other type of equipment; or

- Has sustained a personal injury as defined in Minn. Stat. § 176.011, subd. 16 or has caused another employee to sustain an injury or;
- Has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

Reasonable suspicion may be based upon, but is not limited to, facts regarding appearance, behavior, speech, breath, odor, possession, proximity to or use of alcohol or a ~~controlled substance~~ drug or containers or paraphernalia, poor safety record, excessive absenteeism, impairment of job performance, or any other circumstances that would cause a reasonable employer to believe that a violation of the City's policies concerning alcohol or drugs may have occurred. These observations will be reflected in writing on a Reasonable Suspicion Record Form.

For off-site collection, employees will be driven to the employer-approved medical facility by their supervisor or a designee. For an on-site collection service, the employee will remain on site and be observed by the supervisor or designee. The medical facility or on-site collection service will take the urine or blood sample, and will forward the sample to an approved laboratory for testing.

Pursuant to the requirements of the Drug-Free Workplace Act of 1988, all City employees, as a condition of continued employment, will agree to abide by the terms of this policy and must notify [Human Resources/the City Administrator] of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction. If required by law or government contract, the City will notify the appropriate federal agency of such conviction within 10 days of receiving notice from the employee.

### **(2) Treatment Program Testing:**

In accordance with Minn. Stat. § 181.951, subd. 6., the City may request or require an employee to undergo drug and alcohol testing if the employee has been referred by the City for chemical dependency treatment or evaluation, or is participating in a chemical dependency treatment program under an employee benefit plan. In such a case, the employee may be requested or required to undergo drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed chemical dependency treatment program.

### **(3) Routine Physical Examination Testing:**

The City may request or require an employee to undergo drug testing as part of a routine physical examination. The City, in accordance with Minn. Stat. § 181.951, subd. 3, will request or require this type of testing no more than once annually, and the employee will be provided with at least two weeks' written notice that the test will be required as part of the physical examination.

### **(4) Random Testing:**

In accordance with Minn. Stat. § 181.951, subd. 4, the City may require an employee to submit to random testing if the employee is in a safety-sensitive position.

**Right of Refusal:**

Employees and job applicants have the right to refuse to submit to an alcohol or drug test under this policy. However, such a refusal will subject an employee to immediate termination. If an applicant refuses to submit to applicant testing, any conditional offer of employment will be withdrawn.

Any intentional act or omission by the employee or applicant that prevents the completion of the testing process constitutes a refusal to test.

An applicant or employee who substitutes, or attempts to substitute, or alters, or attempts to alter a testing sample is considered to have refused to take a drug and/or alcohol test. In such a case, the employee is subject to immediate termination of employment, and in the case of an applicant, the job offer will be immediately withdrawn.

**Refusal on Religious Grounds:**

An employee or job applicant who, on religious grounds, refuses to undergo drug or alcohol testing of a blood sample will not be considered to have refused testing, unless the employee or job applicant also refuses to undergo drug or alcohol testing of a urine sample.

**Cost of Required Testing:**

The City will pay for the cost of all drug and alcohol testing requested or required of all job applicants and employees, with the exception of confirmatory retests. Job applicants and employees are responsible for paying for all costs associated with any requested confirmatory retests.

**Prohibition against ~~Controlled Substance~~ Drug(s) and Alcohol****Use and Possession of Alcohol or Drug(s):**

Employees are prohibited from the use, possession, transfer, transportation, manufacture, distribution, sale, purchase, solicitation to sell or purchase, or dispensation of alcohol, drugs, or drug paraphernalia while on duty; is on City premises; while operating any City vehicle, machinery, or equipment; or when performing any City business, except (1) pursuant to a valid medical prescription used as properly instructed; (2) the use of over-the-counter ~~controlled substance~~ drug used as intended by the manufacturer; or (3) when necessary for approved law enforcement activity.

Besides having a zero-tolerance policy for the use or possession of alcohol, illegal drugs, or misused prescription drugs on the worksite, we also prohibit the use, possession of, impairment by any cannabis or medical cannabis products (e.g., hash oils or pills) on the worksite by a person working as an employee at the City or while “on call” and subject to return to work. Having a medical marijuana card, patient registry number, and/or cannabis prescription from a physician does not allow anyone to use, possess, or be impaired by that drug here. The federal government still classifies cannabis as an illegal drug, even though some states have decriminalized its possession and use. There is no acceptable concentration of marijuana metabolites in the blood or urine of an employee who operates our equipment or vehicles or who is on one of our worksites. Applicants and employees are still subject to being tested under our drug and alcohol testing policy. And employees are subject to being disciplined, suspended, or

terminated after testing positive for cannabis if the employee used, possessed, or was impaired by cannabis, including medical cannabis, while on the premises of the place of employment or during the hours of employment.

### **While Impaired of Alcohol or Drug(s):**

Employees are prohibited from being under the influence of alcohol or drugs or having a detectable amount of an illegal drug in the blood or urine when reporting for work; while on duty; is on the City's premises; while operating any City vehicle, machinery, or equipment; or when performing any City business, except (1) pursuant to a valid medical prescription used as properly instructed; or (2) the use of over-the-counter ~~controlled substance~~ drug(s) used as intended by the manufacturer.

### **Driving While Impaired:**

A conviction of driving while impaired in a City-owned vehicle at any time during business or non-business hours, or in an employee-owned vehicle while conducting City business, may result in discipline, up to and including discharge.

### **Criminal ~~Controlled Substance~~ Drug Convictions:**

Any employee convicted of any criminal drug statute must notify his or her supervisor [and the City's Human Resources Division/City Administrator] in writing of such conviction no later than five days after such conviction. Within 30 days after receiving notice from an employee of a ~~controlled substance~~ drug -related conviction, the City will take appropriate personnel action against the employee up to and including discharge, or require the employee to satisfactorily participate in a ~~controlled substance~~ drug abuse assistance or rehabilitation program as an alternative to termination. In the event notice is not provided to the supervisor and the employee is deemed to be incapable of working safely, the employee will not be permitted to work and will be subject to disciplinary action, including dismissal from employment. In accordance with the Federal Drug-Free Workplace Act of 1988, if the City is receiving federal grants or contracts of over \$25,000, the City will notify the appropriate federal agency of such conviction within 10 days of receiving notice from the employee.

### **Failure to Disclose Lawful ~~Controlled Substance~~ Drug(s):**

Employees taking a lawful ~~controlled substance~~ drug, including prescription and over-the-counter ~~controlled substance~~ drugs, which may impair their ability to perform their job responsibilities or pose a safety risk to themselves or others, must advise their supervisor of this before beginning work. It is the employee's responsibility to seek out written information from their physician or pharmacist regarding medication and any job performance impairment and relay that information to their supervisor. In the event of such a disclosure, the employee will not be authorized to perform safety-sensitive functions.

## **Review and Notification of Test Results**

### **Notification of Negative Test Results:**

In the case of job applicants and in accordance with Minn. Stat. § 181.953, Human Resources will notify a job applicant of a negative drug result within three days of receipt of result by the City, and the hiring process will resume. In accordance with Minn. Stat. § 181.953, subd. 3, a laboratory must report results to the City within three working days of the confirmatory test

result. A “Negative Test Results Notification” form will be sent to the job applicant, and the job applicant may request a copy of the test result report from Human Resources.

In the case of current employees and in accordance with Minn. Stat. § 181.953, Human Resources will notify the employee of a negative drug and/or alcohol result within three days of receipt of result by the City. A “Negative Test Results Notification” form will be sent to the employee, and he or she may request a copy of the test result report from Human Resources.

**Notification of Positive Test Results:**

In the event of a confirmed positive blood or urine alcohol and/or drug test result, the City will notify the employee of a positive drug and/or alcohol result within three days of receipt of the result. Human Resources will send to the employee or job applicant a “Positive Test Results Notification” letter containing further instructions. The employee or job applicant may contact Human Resources to request a copy of the test result report if desired. In accordance with Minn. Stat. § 181.953, subd. 3, a laboratory must report results to the City within three working days of the confirmatory test result.

**Right to Provide Information after Receiving Test Results:**

Within three working days after notice of a positive ~~controlled substance~~ drug or alcohol test result on a confirmatory test, the employee or job applicant may submit information to the City to explain the positive result. In accordance with Minn. Stat. § 181.953, subd. 10, if an employee submits information either before a test or within three working days after a positive test result that explains the positive test result, (such as medications the employee is taking), the City will not take an adverse employment action based on that information unless the employee has already been under an affirmative duty to provide the information before, upon, or after hire.

**Right to Confirmatory Retest:**

A job applicant or employee may request a confirmatory retest of the original sample at the job applicant’s or employee’s own expense after notice of a positive test result on a confirmatory test. Within five working days after notice of the confirmatory test result, the job applicant or employee must notify the City in writing of the job applicant’s or employee’s intention to obtain a confirmatory retest. Within three working days after receipt of the notice, the City will notify the original testing laboratory that the job applicant or employee has requested the laboratory to conduct the confirmatory retest or transfer the sample to another qualified laboratory licensed to conduct the confirmatory retest. The original testing laboratory will ensure the control and custody procedures are followed during transfer of the sample to the other laboratory. In accordance with Minn. Stat. § 181.953, subd. 3, the laboratory is required to maintain all samples testing positive for a period of six months. The confirmatory retest will use the same ~~controlled substance~~ drug and/or alcohol threshold detection levels as used in the original confirmatory test.

In the case of job applicants, if the confirmatory retest does not confirm the original positive test result, the City’s job offer will be reinstated and the City will reimburse the job applicant for the actual cost of the confirmatory retest. In the case of employees, if the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test will be taken against the employee, the employee will be reinstated with any



lost wages or salary for time lost pending the outcome of the confirmatory retest result, and the City will reimburse the employee for the actual cost of the confirmatory retest.

### **Access to Reports:**

In accordance with Minn. Stat. § 181.953, subd. 10, an employee will have access to information contained in his or her personnel file relating to positive test results and to the testing process, including all information gathered as part of that process.

### **Dilute Specimens:**

A negative or positive dilute test result (following a second collection) which has been confirmed will subject an employee to immediate termination.

## **Consequences for Employees Engaging in Prohibited Conduct**

### **Job Applicants:**

The City's conditional offer of employment will be withdrawn from any job applicant who refuses to be tested or tests positive for illegal drugs as verified by a confirmatory test.

### **Employees:**

- **No Adverse Action without Confirmatory Test.** The City will not discharge, discipline, discriminate against, or request or require rehabilitation of an employee based on a positive test result from an initial screening test that has not been verified by a confirmatory test.
- **Suspension Pending Test Result.** The City may temporarily suspend a tested employee with or without pay, or transfer that employee to another position at the same rate of pay pending the outcome of the requested confirmatory retest, provided the City believes that it is reasonably necessary to protect the health or safety of the employee, co-employees, or the public. The employee will be asked to return home, and will be provided appropriate arrangements for return transportation to his or her residence. In accordance with Minn. Stat. § 181.953, subd. 10, an employee who has been suspended without pay will be reinstated with back pay if the outcome of the requested confirmatory retest is negative.

### **Discipline and Discharge:**

#### **Confirmatory Positive Test Result:**

The City will not discharge an employee for a first confirmatory positive test unless the following conditions have been met:

- The City has first given the employee an opportunity to participate in either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the City after consultation with a certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency. Participation by the employee in any recommended substance abuse treatment program will be at the employee's own expense or pursuant to the coverage under an employee benefit plan. The certified chemical use counselor or physician trained in the diagnoses and treatment of chemical dependency will determine if the employee has followed the rehabilitation program as prescribed; and

- The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a refusal to test or positive test result on a confirmatory test after completion of the program.

**Other Misconduct:**

Nothing in this policy limits the right of the City to discipline or dismiss an employee on grounds other than a positive confirmatory test result, including conviction of any criminal drug statute for a violation occurring in the workplace or violation of other City personnel policies.

**Emergency Call Back to Work Provisions:**

If an employee is called out for a City emergency and he or she reports to work and is suspected of being under the influence of drugs or alcohol, he or she will not be subject to the testing procedures of this policy, but may be subject to discipline and will not be allowed to work. Appropriate arrangements for return transportation to the employee's residence will be made. It is the sole responsibility of the employee who is under the influence of alcohol and/or drugs and who is called out for a City emergency, to notify his or her supervisor of this information and advise if he or she is unable to respond to the emergency call back.

**Non-Discrimination**

The City of Willmar policy on work-related substance abuse is non-discriminatory in intent and application; however, in accordance with Minn. Stat., ch. 363, disability does not include conditions resulting from alcohol or other drug abuse which prevents an employee from performing the essential functions of the job in question or constitutes a direct threat to property of the safety of individuals.

Furthermore, the City will not retaliate against any employee for asserting his or her rights under this policy.

**City's Employee Assistance Program**

The City has in place a formal employee assistance program (EAP) to assist employees in addressing serious personal or work-related problems at any time. The City's EAP provides confidential, cost-free, short-term counseling to employees and their families. Employees who may have an alcohol or other drug abuse problem are encouraged to seek assistance before a problem affects their employment status. Employee assistance program services are available by contacting the Human Resources Department.

**Policy Contact for Additional Information**

If you have any questions about this policy or the City's drug and alcohol testing procedures, you may contact your immediate supervisor, Human Resources, or the City Administrator to obtain additional information.

By this policy, the City of Willmar has established a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace and its policy of maintaining a drug-free workplace. Each City employee will receive a copy of this policy and will be required to read it.

## Definitions

**Alcohol:** Means the intoxicating agent in beverage alcohol or any low molecular weight alcohols such as ethyl, methyl, or isopropyl alcohol. The term includes but is not limited to beer, wine, spirits, and medications such as cough syrup that contain alcohol.

**Alcohol use or usage:** Means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

**Applicant:** Means a person applying for a job with the City.

**City:** Means the City of Willmar.

**City premises:** Means, but is not limited to, all City job sites and work areas. For the purposes of this policy, City premises also includes any other locations or modes of transportation to and from those locations while in the course and scope of employment of the City.

**City vehicle:** Means any vehicle which employees are authorized to use solely for City business when used at any time; or any vehicle owned or leased by the City when used for City business.

**Collection site:** Means a place designated by the City where job applicants and employees present themselves for the purpose of providing a specimen of their breath, urine, and/or blood to be analyzed for the presence of ~~controlled substance~~ drugs and alcohol.

**Confirmatory test:** Means a ~~controlled substance~~ drug or alcohol test on a sample to substantiate the results of a prior ~~controlled substance~~ drug or alcohol test on the same sample, and that uses a method of analysis allowed under one of the programs listed in Minn. Stat. § 181.953, subd. 1.

**Drug:** Has the same meaning as “~~controlled substance~~ drug” defined in Minn. Stat. § 152.01, subd. 4.

**Drug and alcohol testing, drug or alcohol testing, and drug or alcohol test:** Mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, subd.1, for the purpose of measuring their presence or absence of drugs, alcohol, or their metabolites in the sample tested.

**Drug paraphernalia:** Has the meaning set forth in Minn. Stat. § 152.01, subd. 18.

**Employee:** Means a person who performs services for compensation for the City and includes independent contractors except where specifically noted in this policy.

**Initial screening test:** Means a drug or alcohol test that uses a method of analysis under one of the programs listed in Minn. Stat. § 181.953, subd. 1.

**Job applicant:** Means a person who applies to become an employee of the City, and includes a person who has received a job offer made contingent on the person passing drug testing.

**Positive test result:** Means a finding of the presence of alcohol, illegal drugs, or their metabolites that exceeds the cutoff levels established by the City. Minimum threshold detection levels are subject to change as determined in the City's sole discretion.

**Random selection basis:** Means a mechanism for selection of employees that (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and (2) does not give an employer discretion to waive the selection of any employee selected under the mechanism.

**Reasonable suspicion:** Means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

**Safety-sensitive position:** Means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

**Under the influence:** Means (1) the employee tests positive for alcohol or drugs, or (2) the employee's actions, appearance, speech, and/or bodily odors reasonably cause the City to conclude that the employee is impaired because of illegal drug use or alcohol use.

## City of Willmar, MN Military Leave Policy

State and federal laws provide protections and benefits to City employees who are called to military service, whether in the reserves or on active duty. Such employees are entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time the employee is engaged in training or active service not exceeding a total of 15 workdays in any calendar year. City compensation is in addition to the military pay for these 15 days, as per MN Attorney General's Opinion.

The leave of absence is only in the event the employee returns to employment with the City as required upon being relieved from service, or is prevented from returning by physical or mental disability or other cause not the fault of the employee, or is required by the proper authority to continue in military or naval service beyond the fifteen (15) day paid leave of absence. Employees on extended unpaid military leave will receive fifteen (15) days paid leave of absence in each calendar year, not to exceed five years.

Where possible, notice is to be provided to the City at least ten (10) working days in advance of the requested leave. A training notice, signed orders, or battle assembly schedule are examples of typical written notification to share with the City. If an employee has not yet used their fifteen (15) days of paid leave when called to active duty, any unused paid time will be allowed for the active duty time, prior to the unpaid leave of absence.

Employees returning from military service will be reemployed in the job that they would have attained had they not been absent for military service and with the same seniority, status and pay, as well as other rights and benefits determined by seniority. Unpaid military leave will be considered hours worked for the purpose of vacation leave and sick leave accruals.

Eligibility for continuation of insurance coverage for employees on military leave beyond fifteen (15) days will follow the same procedures as for any employee on an unpaid leave of absence.

### **Military Leave for Family Members**

The City will not discharge from employment or take adverse employment action against an employee because an immediate family member is in the military forces of the United States or Minnesota.

Nor will the City discharge from employment or take adverse employment action against an employee because they attend departure or homecoming ceremonies for deploying or returning personnel, family training or readiness events or events held as part of official military reintegration programs. Employees may substitute paid leave if they choose to do so.

Unless the leave would unduly disrupt the operations of the City, employees whose immediate family member, as a member of the United States armed forces has been ordered into active service in support of a war or other national emergency, will be granted an unpaid leave of absence, not to exceed one day's duration in any calendar year, to attend a send-off or homecoming ceremony for the mobilized service member.

**Military Leave for Family Member Injured or Killed in Active Service**

Employees will be granted up to ten working days of unpaid leave whose immediate family member (defined as a person's parent, child, grandparents, siblings or spouse) is a member of the United States armed forces who has been injured or killed while engaged in active service. The 10 days may be reduced if an employee elects to use appropriate accrued paid leave.

See also [Family and Medical Leave Policy](#).



## City of Willmar

### City Council Action Request

<b>Council Meeting Date:</b>	April 17, 2023	<b>Agenda Item Number:</b>	10.C.
<b>Agenda Section:</b>	Regular Business	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	No	<b>Prepared By:</b>	Kyle Box, City Operations Director
<b>Ordinance:</b>	No	<b>Presented By:</b>	Leslie Valiant, City Administrator
<b>Item:</b>	Interim Finance Director		

#### RECOMMENDED ACTION:

Motion to approve hiring an Interim Finance Director

#### OVERVIEW:

Finance Director Steve Okins's retirement date is Friday, April 21, 2023. Staff received proposals for Interim Finance Director from Abdo, a private accounting financial services firm, and Bill Fenske, CentraCare/Rice Memorial Hospital's past Chief Finance Officer.

#### BUDGETARY/FISCAL ISSUES:

Abdo;see attached

Bill Fenske:

##### Proposal A:

\$135 per hour from May-August  
\$145 per hour from Sept - December  
\$155 per hour thereafter

##### Proposal B:

\$145 per hour regardless of length of engagement

#### ALTERNATIVES TO CONSIDER:

#### ATTACHMENTS:

1. Resolution Interim Finance Director
2. Willmar, City of - Finance Director Accounting Services

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING EXECUTION OF  
AN AGREEMENT WITH \_\_\_\_\_.**

Motion By:\_\_\_\_\_

Second By:\_\_\_\_\_

BE IT RESOLVED by the City Council of the City of Willmar to approve the agreement with  
\_\_\_\_\_ in the amount of \$\_\_\_\_\_.

The Mayor and City Administrator are authorized to execute this agreement and any amendments on  
behalf of the City of Willmar.

Dated this 17<sup>th</sup> day of April, 2023

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK





SERVICE PROPOSAL FOR

# City of Willmar

333 Southwest 6th Street, Willmar, Minnesota 56201

April 13, 2023

[abdosolutions.com](http://abdosolutions.com) | Mankato, MN - Edina, MN - Scottsdale, AZ

**Abdo**  
Financial  
Solutions

Proposed by

**Victoria Holthaus, CPA**

Partner | Abdo

[victoria.holthaus@abdots.com](mailto:victoria.holthaus@abdots.com)

P 952.715.3069

Leslie Valiant, City Administrator  
City of Willmar  
333 Southwest 6th Street  
Willmar, Minnesota 56201  
April 13, 2023

Dear Leslie,

Thank you for the opportunity to submit this proposal to the City of Willmar, Minnesota (the City) for accounting services. Based on our past experience with cities of comparable size and complexity, we believe our structured contract with defined outcomes offered through Abdo Financial Solutions, LLC (Abdo FS) would provide the City with excellent financial services.

We believe our solution will result in the City receiving high-level information, continual improvement of processes and allow the City to keep overall costs stable. Last week, you contacted us to communicate a vacancy in your finance department and earlier this week, we discussed the gaps you will experience in the finance department during the recruitment process. Based on our conversation and the challenges you expressed, our proposal will demonstrate that Abdo is the preferred service provider to assist the City through this process. As part of our agreement for service, we will:

- Provide high-level oversight on the work of the finance department
- Provide technical guidance on day-to-day operations of the department
- Assist with preparation for an upcoming bond rating call
- Prepare work papers and general ledger adjustments for the upcoming audit
- Help the City monitor and comply with legal compliance and reporting deadlines during this interim period
- Support the City with 2024 budget plans

The term of this contract shall be from April 18, 2023 through July 18, 2023.

An Abdo FS representative will perform services on-site at City offices (one day per week). Services will also be provided remotely. The investment required for our services is indicated on the value page, and this quote remains valid for thirty (30) days. Please note that Abdo FS is independent as defined by auditing standards generally accepted in the United States of America.

Abdo FS acknowledges the City has retained an independent registered municipal advisor (IRMA) to assist and advise the City in evaluating information relating to the issuance of municipal securities and/or municipal financial products. Abdo FS acknowledges the City will rely on advice from their IRMA. Abdo FS will have no recourse against the City or its IRMA, regarding action or inaction relating to evaluating, commenting on, or responding to financial projects or information received under this Agreement. Abdo FS acknowledges it is not the registered independent municipal advisor retained by the Municipal Entity Client.

Abdo FS would like to thank the City for the opportunity to propose on these services. We look forward to exceeding your expectations and developing our long-term, mutually beneficial relationship.

Sincerely,

**Abdo Financial Solutions**

A handwritten signature in black ink, appearing to read "Victoria Holthaus".

**Victoria Holthaus, CPA**

Partner | Abdo

# The Abdo Difference

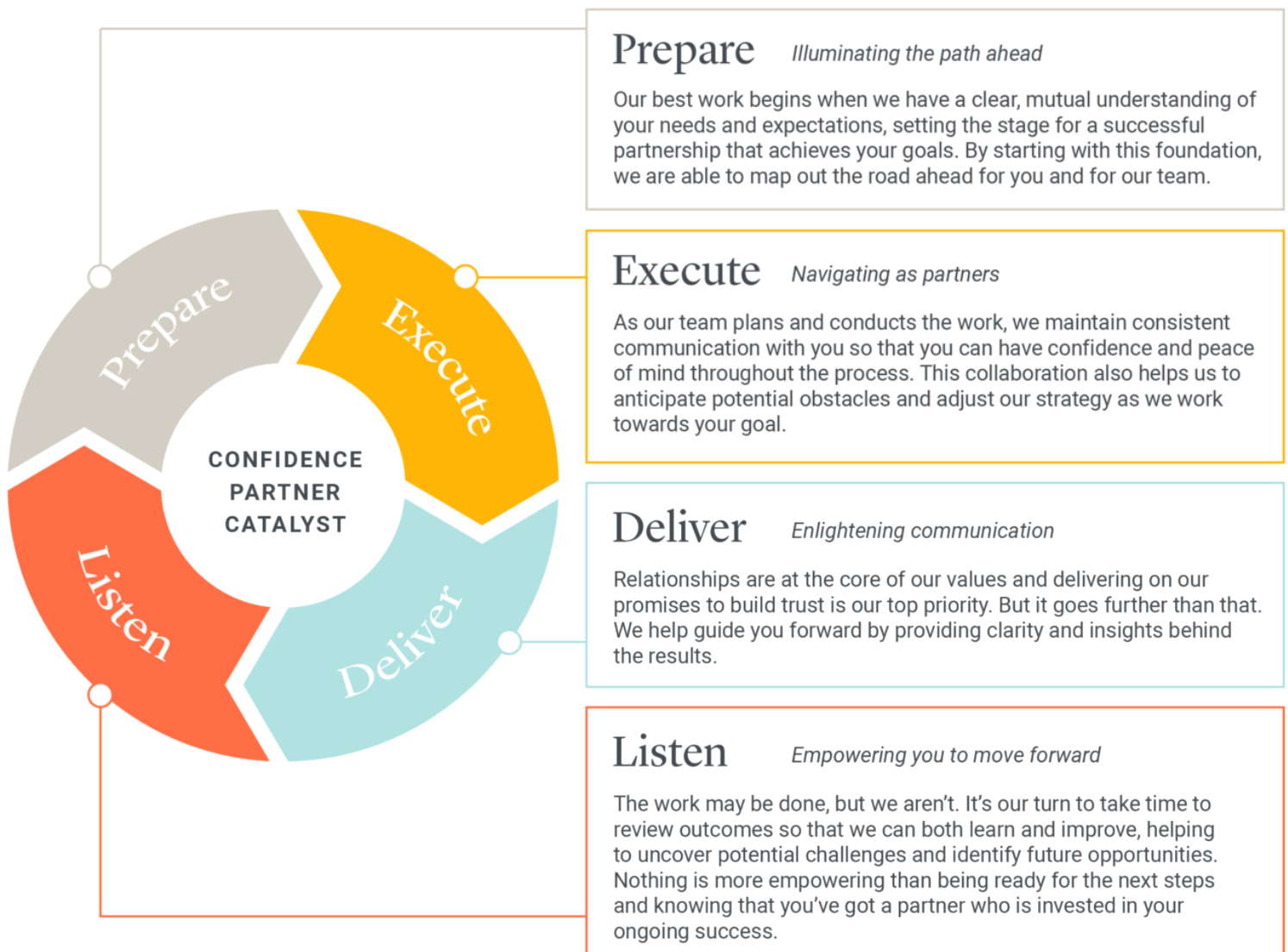
At Abdo, we believe in the importance of relationships. This core value is the foundation of our approach to delivering the best experience and outcomes for our clients. It's inherent in our people and the way we work. We know that for our clients to be successful, it takes more than having experience and credentials – we take the time to listen to their unique motivations, goals, and challenges. We truly care about their journey and where their path leads.

Our process is built around a deep commitment to every client:

*We light the path forward so you can proceed with **confidence**.*

*We're the **partner** you can trust to help you along the way.*

*We're the **catalyst** who empowers you to reach your goals.*



# Your Team

Based on our ability to provide the requested services, our shared core values, and an understanding of your unique needs, we have the resources, knowledge, people and services to light the path forward for your city.

We have assembled a team with relevant experience who are committed to working with you to ensure success. Each team member is briefly profiled below, and full biographies can be found in Appendix C.



**VICTORIA HOLTHAUS, CPA**

**Partner**  
*victoria.holthaus@abdofs.com*  
**P** 952.715.3069



**ANNETTE STORM**

**Manager**  
*annette.storm@abdofs.com*  
**P** 952.449.6224



**ERIN ENSTAD, CPA**

**Senior Manager**  
*erin.enstad@abdofs.com*  
**P** 507.304.6809



**HEATHER WEIS**

**Accounting Specialist**  
*heather.weis@abdofs.com*  
**P** 952.395.9332



# Value

## INTERIM FINANCE DIRECTOR

Our fees for interim finance director services are based on having an Abdo FS team member provide on-site assistance one-day per week with availability throughout the week on a limited basis.

SERVICES PERIOD	WEEKLY FEE
April 18, 2023 - July 18, 2023	\$3,180

Additional days may be provided at a rate of \$2,120 depending on the resource needs of the City.

## AUDIT PREPARATION SERVICES

Audit preparation services will be provided on an hourly basis. Below are the fees for our service.

Our fees range from \$170 to \$445 per hour based upon the experience and level of the individuals to be assigned to perform your work. Fees are also based on the assumption and limitations outlined below.

STAFF LEVEL	HOURLY RATE
Partner	\$445
Senior Manager	\$325
Manager	\$265
Senior Associate	\$205 - \$220
Associate/Accounting Specialist	\$170 - \$185

This quote is valid for thirty (30) days.

Initial invoice for interim finance director services will be sent within 10 days of the execution of this agreement. Monthly installment fees for this service will be invoiced throughout the remainder of this contract. Audit preparation services will be invoiced after the completion of fieldwork.

Travel will be invoiced at one-half our hourly bill rates and mileage at current IRS rates.



# Technology



We believe technology should enhance our service offerings, making our work less intrusive, our time with you more productive and everyone's data more secure. The use of technology in our accounting services enables us to streamline our processes and helps to automate certain functions of our work so we are able to spend more time analyzing our results and working directly with you.

Through the outbreak of COVID-19, our team has been able to seamlessly move to a completely remote work environment with no loss of productivity, cooperation, or communication. Since March 17, 2020, our staff has been successfully conducting remote accounting services using the latest video conferencing and secure file sharing technology. Through Zoom, Microsoft Teams, or whatever technology your city may use, our team will continue to work through normal procedures, including regular meetings with you during the engagement to ensure effective collaboration with your team.

We take the security of our client's data - and our own - very seriously. A number of systems are in place to ensure the safety of your city's data. We operate on a remote distributed infrastructure leveraging Microsoft's Cloud Platform Azure. This not only allows our staff to securely work from any computer, anywhere, any time, but also provides large-scale, cutting-edge technology and security for your data. Your data is housed in secure data centers that reside exclusively in the U.S. and not on laptops or local servers which could be stolen or misplaced. We continually provide security awareness training to our staff members to ensure they are good digital stewards of your data. In addition to this, we also consult bi annually with 3rd party security experts to conduct risk assessments and conduct annual penetration tests.

## IT ALSO MEANS:



All firm staff use dual authentication to ensure that every login to our remote environment is secure and authorized.



All data is saved on redundant servers and data centers so if one server fails, another immediately takes over with no data lost.



All data is backed up continually which means we always have an extra copy for safe-keeping.



All incoming emails, attachments, and embedded links are scanned for viruses prior to landing in our inbox, which allows us to operate with more protection from phishing emails, malware attacks, and other digital threats.

Our cloud platform, Azure, is globally trusted by companies and governments and has numerous security compliance standard they adhere to. Reports of these can be provided as requested.

# What Our Clients Say

## CLIENT REFERENCES

One of the things we enjoy most about our work is developing long-term relationships with our clients and watching their city thrive as we help them to evolve and grow. Our clients listed below serve as a sample of references of those we partner with for their financial management services. Additional references are available upon request.



### CITY OF DUNDAS

*Jenelle Teppen*  
City Administrator  
P 507.645.2852

### SERVICES PROVIDED

*Long-term Plan*  
*Outsourced Finance Director*  
*Budgeting*

### MIDDLE FORK CROW RIVER WATERSHED DISTRICT

*Dan Coughlin*  
District Administrator  
P 320.796.0888

### SERVICES PROVIDED

*Chart of Accounts Mapping*  
*Software Implementation Support*

### ALEXANDRIA LAKE AREA SANITARY DISTRICT

*Scott Gilbertson*  
Executive Director  
P 320.762.1135

### SERVICES PROVIDED

*Outsourced Finance Director*  
*Audit Preparation*  
*Process Evaluation (ProEval)*  
*Accounts Payable Automation*

### CITY OF GREEN ISLE

*Diane Hatlestad*  
City Clerk/Treasurer  
P 507.964.5748

### SERVICES PROVIDED

*Outsourced Finance Director*  
*Audit Preparation*  
*Budgeting*  
*Payroll*  
*Online Payment Automation*

# Value-added Services

When you partner with Abdo, you get access to our entire catalog of services. Below is a selection of the additional solutions that we believe could be of great value to your city. If you have need of these services, please reach out to us so we can help! Our additional service offerings can be found at [www.abdosolutions.com](http://www.abdosolutions.com).

## ENTERPRISE RESOURCE PLANNING (ERP) ANALYSIS & IMPLEMENTATION

When choosing an ERP system, the options are seemingly endless. How do you know which ERP system is best for your city? Abdo Financial Solutions can help. We can partner with you to design and implement an ERP system that fits your needs by:

- Assisting with the RFP Process - We'll define the technical specifications to include in your RFP and provide support through the ERP vendor selection process.
- Facilitating a Seamless Implementation - If needed, we can manage the organization-wide implementation of your ERP system in accordance with your budget and schedule.
- Communicating Change - We'll communicate with staff members to explain the "why" behind ERP and demonstrate how it will make their lives easier. To help staff members navigate new processes, we'll provide training as needed.

## FRAUD & FORENSIC SERVICES

**Fraud can happen when you least expect it.** Even a single instance of it can devastate your city's accounting, not to mention its reputation. With Certified Fraud Examiners (CFEs) and forensic accounting experts on staff, we provide a broad slate of solutions to meet your unique needs - as well as those of your counsel and stakeholders. From conducting forensic data analyses of books and records to providing expert witness testimony, our seasoned professionals act swiftly and confidentially to help you maintain business as usual. If you notice signs of fraudulent activity or unethical conduct involving management, employees, or a third party, it's critical to gather evidence before you plan your next step - we can help.



## **HR & PAYROLL SERVICES**

**We help employers better support their most valuable resource...their people.** Having clear and consistent HR practices that best suit the individuality of your city is key, even more so in today's tight employment environment. And because the right policies are just as important, we lend our HR expertise to help you strategically plan for your future.

We help cities with:

- Employee management and development
- Regulatory compliance
- Benefits analysis and administration, including the Affordable Care Act (ACA) and workers' compensation
- HR/Payroll software implementation and management
- Advisory services such as specialized labor cost analysis, compensation studies, and HR process development and implementation

## **PROCESS SOLUTIONS**

**"Because we've always done it that way" is an easy trap to fall into.** But outdated processes or systems might not be delivering the best results and cause redundancies, unreliable outcomes, and frustrated staff. An ineffective process can become your Achilles' heel in a crisis. Our customized process improvement solutions will meet you where you are - and guide you to a better tomorrow.

Our process solution services include:

- *Process Mapping Documentation - How do transactions and data flow through your city?*
- *Abdo ProEval - Removing waste in your processes allows your team members to focus on what they were hired to do - and to spend more time on value-added initiatives.*
- *Abdo ProEval - Kaizen - Does the project seem too large, or the change too overwhelming? The Kaizen approach is a pared - down version of our ProEval service. Instead of a full operational review, we'll focus on one aspect of your operation*
- *Software Inventory & Assessment - Including recommendations for increasing efficiency and, if possible, reducing software-related costs.*

# *An ongoing quest to be better, together*

## OUR COMMITMENT TO DIVERSITY, EQUITY, & INCLUSION

At Abdo, we recognize the need for continuous improvement in diversity, equity and inclusion initiatives throughout our firm and the accounting industry at large. We believe that when we understand each other better, we grow better together.

Over the past year, we have increased our efforts to promote diversity, equity, and inclusion within our firm and community through implicit/unconscious bias, anti-harassment, and interview training. Our Diversity, Equity, and Inclusion Committee continues to implement new ideas, projects, and initiatives to move our firm forward through learning, understanding, and improving on these issues.

We continue to increase our number of women at the highest leadership level. We strive for continued growth in our ability to attract and retain women and people of color within our firm and we are working towards greater equity and diversity for all within our industry.

In order to build a more inclusive work environment, the firm has implemented diversity and inclusion education through partnering with expert speakers and trainers. Please let us know if you have any ideas on how we can improve diversity, equity, and inclusion at Abdo.



**61%**

of our employees  
are female



**51%**

of our  
management level  
employees are  
female



**23%**

of our interns this  
year were people  
of color

## ABDO DIVERSE SCHOLARSHIP & INTERNSHIP PROGRAM

Abdo was a proud co-sponsor of the AICPA PCPS George Willie Ethnically Diverse Student Scholarship & Internship, which allows 10 ethnically diverse accounting students the opportunity to be awarded internships with a firm that has been selected by the AICPA. Upon conclusion of this successful partnership, we were inspired to create our own DEI Sponsorship program, annually awarding a rising diverse accounting student a scholarship & internship.



## DEI Initiatives



### PARTNERSHIP WITH NABA

Abdo is proud to sponsor the Minnesota State University, Mankato Chapter of NABA (National Association of Black Accountants) Inc. NABA is committed to increasing the number of African Americans in the accounting and finance professions and to promoting their success. As a firm, we are invested in not only increasing diversity within our organization but support diversifying the industry as a whole. We are committed to providing guidance and mentorship along with financial support to this organization.



### GREATER MANKATO GROWTH DEI COLLABORATIVE

Abdo is a founding sponsor and member of Greater Mankato Growth's (the Mankato region's chamber of commerce) DEI Collaborative. This collaborative was formed to discuss what we could do as individuals, organizations, and the community to increase diversity and make our community a welcoming one. Together, we explored our individual biases, developed action plans to make a difference within our organization, and pledged to continue the work to make our community inclusive.



### CEO ACTION PLEDGE

We are proud signatories of the CEO Action Pledge, a pledge signed by CEOs from different sectors, sizes, and geographical area to support more inclusive workplaces. As part of this pledge, we work toward goals including DEI education and recruiting. We promise to have the difficult conversations and make our firm, and this industry—one that better reflects the communities we live and work.

CEO **ACT!ON** FOR  
DIVERSITY & INCLUSION

### YWCA

We are committed to the continued support and advancement of women in our firm and in our communities. One of the ways we do this is through a partnership with YWCA Mankato, an organization whose mission is dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom and dignity for all. We are proud sponsors of the Elizabeth Kearney Women's Leadership Program, Women's Leadership Conference, and Women of Distinction event.



### COMMUNITY INVOLVEMENT

Every year, we come together as a firm to participate in what we call a "Day of Action." This gives us an opportunity to give back to organizations within our communities that support underserved populations. You can catch us volunteering at a food shelf, building houses, or helping at an After School Program. In addition, the firm pledges 24 hours of VTO (Volunteer Time Off), for each employee to volunteer at the nonprofit of their choosing. We truly believe we are better, together.

# Why Partner with Abdo

## LIGHTING THE PATH FORWARD

In a world of ever-changing complexity, people need caring, empathetic and highly skilled professionals they can depend on to provide the right advice and solutions for them. Our clients seek growth and success, but also want security and confidence. For nearly 60 years, Abdo has provided insights for our clients to help them achieve their goals.

That same innovative spirit is also what has earned us the title of being one of the top accounting firms in the Midwest. Abdo is a better firm today because of the efforts we made to support a culture driven by our core values of growth, relationships, and teamwork.

With this foundation in place, we have successfully helped our clients identify and break through their own growth barriers. Every challenge they face is an opportunity for us to listen, understand and empower them with solutions and a plan to achieve their goals. It's fulfilling to serve as the catalyst that helps them overcome obstacles that block their progress.

When it comes to our working relationships, we are partners. We're confidants. We're the catalyst that sparks true business growth, providing guidance through every challenge and opportunity along the way.

## ABOUT ABDO

Abdo is a full-service accounting and consulting firm that delivers customized strategies and innovative solutions to help businesses, governments and nonprofits succeed. With more than 180 professionals and nearly six decades of experience, Abdo is ranked as one of the top accounting firms in the Midwest. It is a licensed CPA firm with offices located in Minneapolis and Mankato, Minnesota, and Scottsdale, AZ. Abdo's commitment to its clients is to gain in-depth knowledge of their unique challenges, opportunities, and needs. Through this consultative approach, Abdo partners with organization leaders to light the path forward to confidently reach their goals.

*"Listening to our clients' needs, understanding their challenges, and adjusting how we work together is key to our partnership with the people we serve."*

-- **Steve McDonald, CPA** | *Managing Partner*



# Appendix A

AGREEMENT FOR FINANCIAL SERVICES

# Agreement for Financial Services

THIS AGREEMENT, is made and entered into on April 13, 2023 by and between the City of Willmar, Minnesota (hereinafter referred to as the "Client"), and Abdo Financial Solutions (hereinafter referred to as the "Contractor").

## Articles of Agreement & Recitals

WHEREAS, the Client is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the Contractor understands and agrees that:

1. The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees arising out of the Contractor's activities;
2. The Contractor shall have no authority to bind the Client for the performance of any services or to obligate the Client. The Contractor is not an agent, servant, or employee of the Client and shall not make any such representations or hold himself/herself out as such;
3. The Contractor shall be the exclusive outsourced accounting service provider for the Client during the term of this Agreement;
4. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the Client at all times.
5. The Contractor shall not accrue any continuing contract rights for the services performed under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

## ARTICLE I

### INCORPORATION OF RECITALS

The recitals and agreement set forth above are hereby incorporated into this Agreement.

## ARTICLE II

### LIABILITY INSURANCE

**Section 1 Liability Insurance:** The Contractor shall obtain professional liability insurance, at their expense with liability insurance coverage minimums in the amount of \$2,000,000, which Contractor must secure and maintain during the term of this Agreement. Contractor will provide Client with proof of liability insurance coverage under this Agreement in writing upon request by the Client.



## ARTICLE III

### DURATION OF THE AGREEMENT

**Section 1 Duration:** This Agreement shall commence upon date of execution by all parties and will remain in effect until July 18, 2023 unless earlier terminated as provided in Sections 2 and 3.

**Section 2 Client's Termination Rights:** The Client may terminate this Agreement upon sixty (60) days written notice in the event the Client determines in its sole discretion that it is not in the Client's best interest to continue using Contractor's services. The Client may terminate on ten (10) days written notice if the Contractor fails to perform its obligations under this Agreement.

**Section 3 Contractor's Termination Rights:** Contractor may terminate this Agreement upon thirty (30) days written notice to Client in the event Client does not pay Contractor compensation as required under Article 5, Section 9 within fifteen (15) days after invoice is received by Client. In the event of non-payment within thirty (30) days, Contractor shall give the Client an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days after the Client's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the Agreement with sixty (60) days written notice if the Contractor believes it is in its best interests to terminate the Agreement.

## ARTICLE IV

### GENERAL

**Section 1 Authorized Client Agent:** The Client's authorized agent for the purpose of administration of this Agreement is the City Administrator. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

**Section 2 Amendments:** No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

**Section 3 Assignability:** The Contractor's rights and obligations under this Agreement are not assignable or transferable.

**Section 4 Data:** Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor or its outside consultants in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the Client, and any such data and materials shall be remitted to the Client by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor and its outside consultants in accordance with applicable federal, state and local laws. Further, Contractor will have access to data collected or maintained by the Client to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the Client in the same manner as the Client is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (hereinafter referred to as the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Client. Upon receipt of a request to obtain and/or review data as defined in the Act, Contractor will immediately notify the Client. The Client shall provide written direction to Contractor regarding the request within a reasonable time, not to exceed fifteen (15) days. The Client agrees to indemnify, hold harmless and defend Contractor for any liability, expense, cost, damages, claim, and action, including attorneys' fees, arising out of or related to Contractor's complying with the Client's direction. Subject to the aforementioned, Contractor agrees to defend and indemnify the Client from any claim, liability, damage or loss asserted against the Client as a result of Contractor's failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, Contractor agrees to return all data to the Client, as requested by the Client.

## ARTICLE IV - CONTINUED

### GENERAL (CONTINUED)

**Section 5 Entire Agreement:** This Agreement is the entire agreement between the Client and the Contractor, and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

**Section 6 Severability:** All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein, and such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 7 Contractor Fiscal Decision Waiver:** Contractor is responsible for providing the Client with timely and accurate financial recommendations and information that allows the Council the ability to make final financial decisions. Contractor will provide final financial recommendations but is not responsible for the final decisions made regarding financial matters.

**Section 8 Client Employment of Contractor's Employees:** The Client acknowledges and agrees that Contractor's workforce, including employees assigned to staff the engagement provided for under this Agreement, constitutes an important and vital aspect of Contractor's business. In recognition of the foregoing and the harm that Contractor will suffer in the event of the loss of one or more of its employees, the Client agrees that during the Term of this Agreement and for a period of six (6) months following the termination of this Agreement for any reason (the "Restrictive Time Period") the Client shall not, directly or indirectly, on behalf of itself or any person, firm, corporation, association or other entity, (a) recruit, solicit, or assist anyone else in the recruitment or solicitation of, any of Contractor's employees to terminate their employment with Contractor and to become employed by or otherwise engaged with or by the Client in any capacity independent of Contractor; (b) hire or engage any Contractor employee; or (c) otherwise encourage or induce any of Contractor's employees to terminate their employment with Contractor.

Notwithstanding the foregoing, Contractor may (but shall not be obligated to) consent to the Client's recruitment, solicitation, employment or other engagement of a Contractor employee otherwise prohibited by this paragraph provided that (a) the Client discloses to Contractor in writing its desire to recruit, solicit, employ or otherwise engage the Contractor employee independent of Contractor before engaging with the Contractor employee regarding any such potential relationship; (b) the Client agrees to pay Contractor a Restrictive Covenant Exception Fee (as hereafter defined) in the event the Contractor employee becomes employed by or otherwise engaged with the Client independent of Contractor; and (c) Contractor provides written consent to the Client to engage with the Contractor employee regarding any such relationship. For purposes of this Agreement, the Restrictive Covenant Exception Fee shall be the greater of: (i) 150% of the annual contracted cost of Contractor's services under this Agreement in addition to the annual contracted cost paid or due Contractor hereunder; or (ii) 150% of the fees paid or due Contractor for services provided under this Agreement during the twelve (12) month period immediately prior to the termination of this Agreement or, in the event the Agreement has not been terminated, during the twelve (12) month period immediately prior to Contractor's provision of written consent to the Client to engage in the recruitment, solicitation, employment or other engagement of a Contractor employee otherwise prohibited by this paragraph.



## ARTICLE IV - CONTINUED

### GENERAL - CONTINUED

**Section 9 Compensation:** The parties agree that the Contractor shall be paid compensation for the services provided hereunder, payable for work performed in accordance with this Agreement, based on the fees indicated on the Value page of this proposal. Additional fees will not be incurred without prior approval of the Client.

Initial invoice for anticipated first month fees will be sent within 10 days of the execution of this agreement. Monthly installment fees will be invoiced throughout the remainder of this Agreement. If the Agreement is for an hourly fee basis, invoices will be sent monthly.

**Section 10 Additional Services:** Should the Client request additional services in addition to the Contracted Services, the Contractor will provide the Client with proposed fees for the services to be provided. The Client shall provide a written or electronic confirmation prior to the proposed services implementation.

**Section 11 Outside Contractors:** It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill their obligations under this Agreement and shall be responsible for their work and Contractor, by using outside contractors, shall not be relieved of its obligations under this Agreement.

**Section 12 Municipal Advisor:** Abdo FS acknowledges the Client has retained an independent registered municipal advisor (IRMA) to assist and advise the Client in evaluating information relating to the issuance of municipal securities and/or municipal financial products. Abdo FS acknowledges the Client will rely on advice from their IRMA. Abdo FS will have no recourse against the Client or its IRMA, regarding action or inaction relating to evaluating, commenting on, or responding to financial projects or information received under this Agreement. Abdo FS acknowledges it is not the registered independent municipal advisor retained by the Municipal Entity Client.

## ARTICLE V

### RENEWAL OF THE AGREEMENT

**Section 1 Renewal Period:** Not less than thirty (30) days prior to the expiration of this Agreement, the Client may provide written notice of intent to renew this Agreement for an additional term of up to one year upon terms and conditions agreed upon by both parties to the Agreement. If no such renewal agreement is executed by the parties, the Agreement terminates without further action of either party on July 18, 2023. New bill rates are effective on September 1st of each year. If services are extended beyond September 1st, our pricing adjustment will be applied to your September invoice.

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# Appendix B

AGREEMENT FOR THE PROVISION OF  
PROFESSIONAL SERVICES

# Agreement for the Provision of Professional Services

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

## City of Willmar

333 Southwest 6th Street

Willmar, Minnesota 56201



SIGNATURE

Leslie Valiant

## Abdo Financial Solutions, LLC

5201 Eden Avenue, Suite 250

Edina, Minnesota 55436

A handwritten signature in black ink that reads "Victoria Holthaus".

Victoria Holthaus, CPA

Partner | Abdo

April 13, 2023



# Appendix C

TEAM BIOS



# Victoria Holthaus

## CPA

Partner | Abdo Financial Solutions

Municipal Advisor Representative (Series 50)

Municipal Advisor Principal (Series 54)

victoria.holthaus@abdofs.com

**P** 952.715.3069

Vicki aims to simplify the complex for her clients. Her goal is to give them a solid understanding of their finances, so they can confidently plan ahead. She specializes in working with local governments and nonprofit agencies to strategize capital improvements, develop long-range financial plans, and troubleshoot accounting and financial challenges. She also provides process evaluation and process improvement services for nonprofit and private sector clients. Over the past several years, Vicki has helped many organizations with strategic upgrades to technology and software as they navigate new ways of interacting with constituents and customers. Along with the ability to creatively explain technical terms, Vicki has firsthand knowledge of the issues local governments often face. Prior to joining the firm, she served Minnesota municipalities and joint ventures in various finance and administrative roles.

### EDUCATION

- Bachelor of Science in Accounting, National American University
- Master of Arts in Public Administration, Hamline University
- Minnesota Certified Municipal Clerk
- Continuing professional education

### PROFESSIONAL MEMBERSHIPS

- Minnesota and Arizona Society of Certified Public Accountants
- American Institute of Certified Public Accountants
- Minnesota Clerks and Finance Officers Association
- Government Finance Officers Association of the United States and Canada
- Minnesota and Arizona Government Finance Officers Association

### AFFILIATIONS

- Hamline School of Business, Accounting Board Member
- Arizona Women Leading Government Member

### QUALIFICATIONS

- 17 years of experience working with local governments and nonprofits in finance and administration
- Experience with budgeting, capital planning, debt management, as well as being the process evaluation and improvement engagement lead
- Previous speaker at MCFOA Municipal Clerks and Finance Officers Association, League of Minnesota Cities and has developed newsletter content on automation, long-term planning and process improvements



# Annette Storm

Manager | Abdo Financial Solutions  
annette.storm@abdofs.com  
P 952.449.6224

Annette joined the Firm in 2022 as a Manager in the Financial Solutions group. Prior to joining Abdo, Annette spent three years as the Director of Administrative Services and two years as the Assistant Finance Director for the City of Marshall and three years as an Accountant for Lyon County. She has a wealth of knowledge and experience in all aspects of governmental finance, including, but not limited to: budgeting, financial reviews, monthly and annual reporting, cash flow projects, economic development and software implementation.

## EDUCATION

- Bachelor of Science in Accounting and Finance, Southwest Minnesota State University
- Continuing professional education

## PROFESSIONAL MEMBERSHIPS

- Minnesota Government Finance Officers Association
- Government Finance Officers Association of the United States
- Marshall, MN Young Professionals

## QUALIFICATIONS

- 9 years experience working with local governments
- Experience in a variety of roles within local government, including, but not limited to: monthly and annual reporting, audit preparation and review, budget development and control, training and supervising staff, cash flow projections, and long-range planning
- Experience in policy and procedures development
- Leadership skills having managed finance teams/departments, participation in leadership meetings, and preparation of Council reports and attendance at City Council meetings
- Proficient in Tyler Technologies Incode 9 and 10 software; including software conversion from version 9 to 10 along with account restructure



# Erin Enstad

## CPA

Senior Manager | Abdo Financial Solutions  
erin.enstad@abdofs.com  
P 507.304.6809

Erin joined the firm in 2011 after graduating from Minnesota State University, Mankato. Erin has nearly ten years of experience auditing and providing accounting services for governmental clients.

### EDUCATION

- Bachelor of Science in Accounting and Corporate Finance, Minnesota State University, Mankato
  - *Graduated Magna Cum Laude*
  - *Dean's List*
- Continuing professional education

### PROFESSIONAL MEMBERSHIPS

- American Institute of Certified Public Accountants
- Minnesota Society of Certified Public Accountants

### QUALIFICATIONS

- 9 years of experience auditing local governments and schools in Minnesota
- Over 90 percent of billable time relates to governmental clients



# Heather Weis

Accounting Specialist | Abdo Financial Solutions  
heather.weis@abdofs.com  
P 952.395.9332

Heather joined the Firm in 2022 as an Accounting Specialist in the Financial Solutions group. Prior to joining Abdo FS, Heather spent 6 years working for Renville County, most recently serving as the County's Deputy Auditor-Treasurer. She currently works with clients ranging from 1,000 - 25,000 in population in a variety of different financial roles such as cash and investments and bank reconciliations.

## EDUCATION

- Bachelor's in Business Administration, Capella University
- Continuing professional education

## QUALIFICATIONS

- Certified Minnesota Election Judge
- 6 years of experience working for a Minnesota County as Deputy Auditor-Treasurer
- Experience in bank reconciliations and cash and investments





### City Council Action Request

<b>Council Meeting Date:</b>	April 17, 2023	<b>Agenda Item Number:</b>	10.D.
<b>Agenda Section:</b>	Regular Business	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	No	<b>Prepared By:</b>	Kyle Box, City Operations Director
<b>Ordinance:</b>	No	<b>Presented By:</b>	Leslie Valiant, City Administrator
<b>Item:</b>	Consider continued Professional Service with BKV Group		

**RECOMMENDED ACTION:**

Approve Staff to continue working with BKV Group for additional services.

**OVERVIEW:**

Several years ago, the Municipal Utilities Commission and City Council discussed a joint or adjoining building creating a city government campus. Since the Council has not determined the site for City Hall, MUC wants the Council to know that the option of an adjoining building is still open.

Staff would like direction and authorization from the City Council to continue working with BKV Group to produce one or all of the following concepts:

1. Concept design for combined City Hall and Community Center at the JCPenny Location
2. Concept design for combined Willmar Municipal Utility and City Hall
3. Concept design to completely renovate the current Community Center location, pending a structural review.

**JCPenny Location:**

City Council approved Willmar 10's request to delay any decision on city hall/community center until May 15, 2023. Allowing more time for Willmar 10 to scrutinize the cost of remodeling the JCPenney location. Due to the nature of Willmar 10's proposal to complete all the work without a bid process, City Council will still need to have further information to compare the one contractor proposal versus the purchase of the property as is and release a public bid package for the renovation of the project.

**Willmar Municipal Utilities and City Hall:**

Willmar Municipal Utilities (WMU) is considering moving forward with a new office building project in the near future. WMU has asked the City if they would be interested in sharing a campus to house new office buildings for City Hall and WMU.

**Current Community Center:**

This site will be a complete renovation of the existing building, pending a report on structural integrity.

Staff would like to take this opportunity to work with BKV Group, WMU, and other partners on feasibility, site options, design concepts, and estimated costs. This action item is not committing to any site location for City Hall or Community Center. If approved, staff will begin working with both BKV Group, WMU, and other partners.

**BUDGETARY/FISCAL ISSUES:**

Handout will be provided at Council meeting

**ALTERNATIVES TO CONSIDER:**

None Recommended

**ATTACHMENTS:**

None



### City Council Action Request

<b>Council Meeting Date:</b>	April 17, 2023	<b>Agenda Item Number:</b>	10.E.
<b>Agenda Section:</b>	Regular Business	<b>Originating Department:</b>	Public Works
<b>Resolution:</b>	Yes	<b>Prepared By:</b>	Kelsi Delbosque, Administrative Assistant
<b>Ordinance:</b>	No	<b>Presented By:</b>	Gary Manzer, Public Works Director
<b>Item:</b>	2023 Engineering Services Contract Amendment		

**RECOMMENDED ACTION:**

Adopt the resolution approving Amendment No. 1 to the 2023 Street and Other Improvement Projects Engineering Professional Services Agreement with Bolton and Menk, increasing the contract by \$992,735.

**OVERVIEW:**

The City Council approved the engineering services agreement with Bolton and Menk for the 2023 Street and Other Improvement Projects in June, 2022 in the amount of \$1,940,560. As these projects have moved forward, the scope has changed and Bolton and Menk is proposing the contract to be amended to reflect the revised scope of work with an increase of \$992,735. These changes include:

Project No. 2301-A: Gorton Ave Area Improvements

- The scope changed from a street and utility reconstruction/mill and overlay to entirely street and utility reconstruction.
- Trenchless watermain design.
- Storm sewer for a future Voss Park Drainage Improvement Project.
- Concrete pavement for West Central Steel.
- 14th Street NW intersection revision.

Project No. 2301-B: 13th Street, Grace Avenue, and Rice Avenue

- Interceptor storm sewer improvements on 10th Street and Rice Avenue from Kandiyohi Avenue to Kennedy Elementary School.
- Interceptor sanitary sewer improvements on 10th Street and Rice Avenue from Kandiyohi Avenue to Kennedy Elementary School.
- Unsuitable soil remediation due to buried wetlands/swamp deposits.
- Sidewalk on 10th Street and Rice Avenue: school connection.
- Scope revised to design services only (construction anticipated in 2024).

Project No. 2301-C: Irene Avenue, Augusta Avenue, and Mary Avenue

- Mary Avenue added to the project.
- Additional storm sewer improvements incorporated into the project.
- Sanitary sewer interceptor replacement along Irene Avenue.
- Sanitary sewer service area review and rerouting of flows.

- Street profile revisions to reduce flooding.
- Sidewalk on Irene Avenue from 9th Street to 12th Street.

Project No. 2303: 23rd Street SE Area

- The scope for portions of the project were revised from mill and overlay to reclaim and pave.
- Street segments along 23rd Street, 25th Street, and 4th Avenue were removed from the project.

Project No. 2304: Parking Lots and Sunrise Path

- No changes

**BUDGETARY/FISCAL ISSUES:**

Contract Amount \$1,940,560

Amendment No. 1 \$992,735

Total Contract \$2,933,295

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. Resolution - Contract Amendment No. 1 Bolton & Menk 2023 Street Improvement Projects
2. 2023-04-10 Amendment 1

**Resolution No. \_\_\_\_**

**A RESOLUTION ACCEPTING CONTRACT AMENDMENT NO. 1 WITH BOLTON AND MENK, INC.  
FOR THE 2023 STREET AND OTHER IMPROVEMENTS PROFESSIONAL SERVICES CONTRACT.**

Motion By:\_\_\_\_\_ Second By:\_\_\_\_\_

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the Mayor and City Administrator of the City of Willmar are hereby authorized to modify the contract for the 2023 Street and Other Improvements Professional Services Contract between the City of Willmar and Bolton and Menk, Inc. of Willmar, Minnesota by Contract Amendment No. 1 in the increased amount of \$992,735.

Dated this 17th day of April, 2023

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

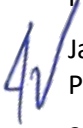


Real People. Real Solutions.

2040 Highway 12 East  
Willmar, MN 56201-5818

Ph: (320) 231-3956  
Fax: (320) 231-9710  
Bolton-Menk.com

## MEMORANDUM

**Date:** April 10, 2023  
**To:** Gary Manzer  
Public Work Director  
**From:**  Jared Voge, P.E.  
Principal Engineer  
**Subject:** 2023 Construction Projects Proposal  
Amendment No. 1  
Willmar, Minnesota

In June 2022, the City Council approved an engineering services contract for the proposed 2023 Improvement Projects. Since then, the scope of the projects has changed and we are proposing that the contract be amended to include the revised scope of work. Below is a summary of the engineering services for the original contract amount and the proposed amended amount. We have also enclosed a table that includes a breakdown of these amounts by project.

1. Current Contract Amount = \$1,940,560
2. Contract Amendment No. 1 = \$992,735
3. Total Amount (Current Contract Amount + Amendment No. 1) = \$2,933,295

Please refer to the changes in project scope below for the proposed Amendment No. 1.

- 2301-A – Street & Utility Reconstruction – Gorton Avenue Area Improvement Project
  - The scope of Gorton Avenue changed from a Street and Utility Reconstruction/Mill and Overlay to entirely Street and Utility Reconstruction.
  - Trenchless watermain design.
  - Storm sewer for a future Voss Park Drainage Improvement Project.
  - Concrete pavement design for West Central Steel.
  - 14<sup>th</sup> Street NW intersection revision.
- 2301-B – Street & Utility Reconstruction Design – 13<sup>th</sup> Street, Grace Avenue, & Rice Avenue Improvement Project
  - Interceptor storm sewer improvements on 10<sup>th</sup> Street and Rice Avenue from Kandiyohi Avenue to Kennedy Elementary School.
  - Interceptor sanitary sewer improvements on 10<sup>th</sup> Street and Rice Avenue from Kandiyohi Avenue to Kennedy Elementary School.
  - Unsuitable soil remediation due to buried wetlands/swamp deposits.
  - Sidewalk on 10<sup>th</sup> Street and Rice Avenue – school connection.
  - Scope revised to design services only (construction anticipated in 2024).

Name: 2023 Construction Projects – Amendment No. 1

Date: April 10, 2023

Page: 2

- 2301-C – Street & Utility Reconstruction – Irene Avenue, Augusta Avenue, & Mary Avenue Improvement Project
  - Mary Avenue added to the project.
  - Additional storm sewer improvements incorporated into the project.
  - Sanitary sewer interceptor replacement along Irene Avenue.
  - Sanitary sewer service area review and rerouting of flows.
  - Street profile revisions to reduce flooding.
  - Sidewalk on Irene Avenue from 9<sup>th</sup> Street to 12<sup>th</sup> Street.
- 2303 – Overlay – 23<sup>rd</sup> Street Area Improvement Project
  - The scope for portions of the project area were revised from mill and overlay to a reclaim and pave.
  - Street segments along 23<sup>rd</sup> Street SE, 25<sup>th</sup> Street SE, and 4<sup>th</sup> Avenue SE were removed from the project.
- 2304 – Parking Lots and Path Reconstruction
  - No changes.

We recommend that Council approve Amendment No. 1.

If you have any questions on the above, please call.

JAV/sjj

Enclosures:

2023 Projects Engineering Agreement Changes

Amendment No. 1

2023 Projects Engineering Agreement					
City Project No.	BMI Project No.	Project	Contract Fees June 2022	PER Fees Nov. 2022	Amendment 1 Fees April 2023
2301-A	0W1.127952	Gorton Avenue Area	\$592,840.00	\$1,132,550.00	\$1,133,800.00
2301-B	0W1.127953	13th St, Grace Ave, & Rice Ave Area	\$574,350.00	\$1,192,580.00	\$645,700.00
2301-C	0W1.127954	Irene Ave, Augusta Ave, & Mary Ave Area	\$332,800.00	\$772,685.00	\$765,100.00
2303	0W1.127955	23rd St Area	\$332,175.00	\$256,065.00	\$280,300.00
2304	0W1.127956	Parking Lots & Path	\$108,395.00	\$138,460.00	\$108,395.00
<b>Total</b>			<b>\$1,940,560.00</b>	<b>\$3,492,340.00</b>	<b>\$2,933,295.00</b>



**AMENDMENT NO. 1**  
**CONSULTANT SERVICES CONTRACT**  
**2023 CONSTRUCTION PROJECTS**  
**RELATED SERVICES**  
**EXECUTED APRIL 17, 2023**

This Contract amendment is made this 17th day of April, 2023, by and between the CITY and CONSULTANT.

WHEREAS, CITY requires revised professional services in conjunction with the Project; and

WHEREAS, CONSULTANT agrees to furnish the revised professional services required by CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree to amend the contract as follows:

**SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES**

- A. **Scope of Services.** CONSULTANT agrees to perform the revised professional services described within the memorandum dated April 10, 2023, and attachments.

**SECTION III – CONSIDERATION**

- A. **Fees.** CITY will compensate CONSULTANT \$992,735.00 for the services set forth in this amendment resulting in a total amended contract amount of \$2,933,295.00.

**SECTION VII –SIGNATURES**

IN WITNESS WHEREOF, the PARTIES have hereunto executed this amendment the day and year first above written.

**CONSULTANT**

By: \_\_\_\_\_

(Signature)

Title: \_\_\_\_\_

Print Name: Jared Voge

Date: \_\_\_\_\_

**CITY**

By: \_\_\_\_\_

(Signature)

Title: \_\_\_\_\_ City Administrator

Print Name: \_\_\_\_\_ Leslie Valiant

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

Title: \_\_\_\_\_ Mayor

Print Name: \_\_\_\_\_ Doug Reese

Date: \_\_\_\_\_



### City Council Action Request

<b>Council Meeting Date:</b>	April 17, 2023	<b>Agenda Item Number:</b>	10.F.
<b>Agenda Section:</b>	Regular Business	<b>Originating Department:</b>	Public Works
<b>Resolution:</b>	Yes	<b>Prepared By:</b>	Kelsi Delbosque, Administrative Assistant
<b>Ordinance:</b>	No	<b>Presented By:</b>	Gary Manzer, Public Works Director
<b>Item:</b>	Award 2023 Street Improvement Projects and Adopt As-Bid Budgets		

#### RECOMMENDED ACTION:

1. Adopt the resolution awarding Project No. 2301-A to Duininck, Inc. in the amount of \$5,997,387.50 and adopt the as-bid budget in the amount of \$7,436,300.
2. Adopt the resolution awarding Project No. 2301-C to Duininck, Inc. in the amount of \$4,046,267.46 and adopt the as-bid budget in the amount of \$5,023,880.
3. Adopt the resolution awarding Project No. 2303 to Duininck, Inc. in the amount of \$1,482,695.09 and adopt the as-bid budget in the amount of \$1,842,200.
4. Adopt the resolution awarding Project No. 2304 to Joe Riley Construction in the amount of \$323,580.60 and adopt the as-bid budget in the amount of \$450,680.

#### OVERVIEW:

Bids were opened on March 28th, 29th and 30th for the 2023 street reconstruction, overlay, path and parking lot projects.

Project No. 2301-A Gorton Avenue NW area improvements

Low Bidder: Duininck, Inc. in the amount of \$5,997,387.50

Project No. 2301-C Irene Avenue SE, Augusta Avenue SE, and Mary Avenue SE area improvements

Low Bidder: Duininck, Inc. in the amount of \$4,046,267.46

Project No. 2303 23rd Street SE area improvements

Low Bidder: Duininck, Inc. in the amount of \$1,482,695.09

Project No. 2304 Block 22 Parking Lot, Sunrise Path and Parking Lot

Low Bidder: Joe Riley Construction in the amount of \$323,580.60

#### BUDGETARY/FISCAL ISSUES:

Sources for the 2023 Improvement Projects include monies from Willmar Municipal Utilities, assessments, state

aid funds, Local Option Sales Tax, and bond proceeds.

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. 2023-03-29 127952 (2301-A) BIDTAB\_Results
2. Resolution - Accept Bid 2301-A
3. 2023 AS-BID BUDGET - 2301-A Gorton Ave NW
4. 2023-03-30 127954 (2301-C) BIDTAB\_RESULTS
5. Resolution - Accept Bid 2301-C
6. 2023 AS-BID BUDGET - 2301-C Irene Ave\_Augusta Ave\_Mary Ave
7. 2023-03-28 127955 (2303) BIDTAB\_RESULTS
8. Resolution - Accept Bid 2303
9. 2023 AS-BID BUDGET - 2303 23rd St Area
10. 2023-03-28 127956 (2304) BIDTAB\_Results
11. Resolution - Accept Bid 2304
12. 2023 AS-BID BUDGET - 2304 Sunrise Path\_Block 22 Parking Lot

## BID TABULATION

**PROJECT:** GORTON AVENUE AREA IMPROVEMENT PROJECT  
WILLMAR, MN

**DATE:** MARCH 29, 2023  
**TIME:** 1:00 P.M.

**PROJECT NO.** 0W1.127952 / 2301-A

**QUEST PROJECT NO.** 8414063

**ENGINEER'S ESTIMATE:** \$6,025,000

BIDDERS	BASE BID
1. Duininck, Inc. Prinsburg, MN	\$ 5,997,387.50
2. Kuechle Underground Inc. Kimball, MN	\$ 6,101,612.50
3. Northdale Construction Company, Inc. Albertville, MN	\$6,133,815.69
4. Ryan Contracting Co. Elko, MN	\$6,179,614.50
5. Joe Riley Construction Morris, MN	\$6,319,470.90
6. Crow River Construction New London, MN	\$6,751,918.50
7. Geislinger & Sons Watkins, MN	\$7,273,429.15
8. R & R Excavating, Inc. Hutchinson, MN	\$7,302,065.03

**Resolution No.\_\_\_\_\_**

**A RESOLUTION AWARDING PROJECT NO. 2301-A TO DUININCK, INC. IN THE AMOUNT OF \$5,997,387.50.**

Motion By:\_\_\_\_\_ Second By:\_\_\_\_\_

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Duininck, Inc. of Prinsburg, MN for Project No. 2301-A is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$5,997,387.50.

Dated this 17th day of April, 2023

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

RESOLUTION NO. \_\_\_\_\_  
AS-BID 2023 STREET IMPROVEMENTS BUDGET  
2301-A Gorton Avenue Area Improvement Project  
ESTIMATED TOTAL COST \$7,436,300

\*Budget Amounts are Essential

Dated:

Code

**PERSONNEL SERVICES**

10* Salaries Reg. Employees	_____
11* Overtime Reg. Employees	_____
12* Salaries Temp. Employees	_____
13* Employer Pension Contr.	_____
14* Employer Ins. Contr.	_____
<b>TOTAL</b>	<b>\$0.00</b>

**RECEIVABLES**

Assessments Prop Owners	_____	\$903,665
Community Investment /Levy	_____	\$3,139,900
MSA	_____	\$1,400,000
MUC	_____	\$850,400
WTP	_____	\$664,925
LOST	_____	\$477,410
<b>TOTAL</b>		<b>\$7,436,300</b>

**FINANCING**

General	_____	\$4,043,565
MSA	_____	\$1,400,000
MUC	_____	\$850,400
WTP	_____	\$664,925
LOST	_____	\$477,410
<b>TOTAL</b>		<b>\$7,436,300</b>

**GRAND TOTAL** **\$7,436,300**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mayor

**Attest:**

\_\_\_\_\_  
City Clerk

**SUPPLIES**

20* Office Supplies	_____
21* Small Tools	_____
22* Motor Fuels & Lubricants	_____
23* Postage	_____
24 Mtce. of Equipment	_____
25 Mtce. of Structures	_____
26 Mtce. of Other Improvements	_____
27 Subsistence of Persons	_____
28 Cleaning & Waste Removal	_____
29* General Supplies	_____
<b>TOTAL</b>	<b>\$0.00</b>

**OTHER SERVICES**

30 Communications	_____
31* Printing & Publishing	_____
32 Utilities	_____
33* Travel-Conf.-Schools	_____
34 Mtce. of Equipment	_____
35 Mtce. of Structures	_____
36* Mtce. of Other Impr.	\$5,997,400
37 Subsistence of Persons	_____
38 Cleaning & Waste Removal	_____
39* Other Services	\$300,100
<b>TOTAL</b>	<b>\$6,297,500</b>

**OTHER CHARGES**

40 Rents	_____
41* Insurance & Bonds	_____
42 Awards & Indemnities	_____
43 Subscription/Memberships	_____
44 Interest	_____
45 Licenses & Taxes	_____
46* Prof. Serv.	\$1,133,800
47* Advertising	_____
48* Adm. OH (Transfer)	_____
49 Other Charges	\$5,000
<b>TOTAL</b>	<b>\$1,138,800</b>

**GRAND TOTAL** **\$7,436,300**

## BID TABULATION

**PROJECT:** IRENE AVENUE SE, AUGUSTA AVENUE SE AND  
MARY AVENUE SE IMPROVEMENT PROJECT  
WILLMAR, MN

**DATE:** MARCH 30, 2023

**TIME:** 1:00 P.M.

**PROJECT NO.** OW1.127954 / 2301-C

**QUEST PROJECT NO.** 8414064

**ENGINEER'S ESTIMATE:** \$4,325,000

BIDDERS		BASE BID
1.	Duininck, Inc. Prinsburg, MN	\$4,046,267.46
2.	Northdale Construction Company, Inc. Albertville, MN	\$4,109,479.07
3.	R & R Excavating, Inc. Hutchinson, MN	\$4,262,615.48
4.	Ryan Contracting Co. Elko, MN	\$4,407,718.75
5.	Geislinger & Sons Watkins, MN	\$5,367,961.70



**Resolution No.\_\_\_\_\_**

**A RESOLUTION AWARDING PROJECT NO. 2301-C TO DUININCK, INC. IN THE AMOUNT OF \$4,046,267.46.**

Motion By:\_\_\_\_\_ Second By:\_\_\_\_\_

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Duininck, Inc. of Prinsburg, MN for Project No. 2301-C is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$4,046,267.46.

Dated this 17th day of April, 2023

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

RESOLUTION NO. \_\_\_\_\_  
AS-BID 2023 STREET IMPROVEMENTS BUDGET  
2301-C IRENE AVENUE, AUGUSTA AVENUE, & MARY AVENUE IMPROVEMENTS  
ESTIMATED TOTAL COST \$5,023,880

\*Budget Amounts are Essential

Dated:

Code

**PERSONNEL SERVICES**

10* Salaries Reg. Employees	_____
11* Overtime Reg. Employees	_____
12* Salaries Temp. Employees	_____
13* Employer Pension Contr.	_____
14* Employer Ins. Contr.	_____
<b>TOTAL</b>	<b>\$0.00</b>

**RECEIVABLES**

Assessments Prop Owners	\$939,705
Community Investment /Levy	\$2,017,635
MSA	_____
MUC	\$772,860
WTP	\$1,074,110
LOST	\$219,570
<b>TOTAL</b>	<b>\$5,023,880</b>

**FINANCING**

General	\$2,957,340
MSA	_____
MUC	\$772,860
WTP	\$1,074,110
LOST	\$219,570
<b>TOTAL</b>	<b>\$5,023,880</b>

**GRAND TOTAL** **\$5,023,880**

Dated: \_\_\_\_\_

**SUPPLIES**

20* Office Supplies	_____
21* Small Tools	_____
22* Motor Fuels & Lubricants	_____
23* Postage	_____
24 Mtce. of Equipment	_____
25 Mtce. of Structures	_____
26 Mtce. of Other Improvements	_____
27 Subsistence of Persons	_____
28 Cleaning & Waste Removal	_____
29* General Supplies	_____
<b>TOTAL</b>	<b>\$0.00</b>

**OTHER SERVICES**

30 Communications	_____
31* Printing & Publishing	_____
32 Utilities	_____
33* Travel-Conf.-Schools	_____
34 Mtce. of Equipment	_____
35 Mtce. of Structures	_____
36* Mtce. of Other Impr.	\$4,046,280
37 Subsistence of Persons	_____
38 Cleaning & Waste Removal	_____
39* Other Services	\$202,500
<b>TOTAL</b>	<b>\$4,248,780</b>

\_\_\_\_\_  
Mayor

**Attest:**

\_\_\_\_\_  
City Clerk

**OTHER CHARGES**

40 Rents	_____
41* Insurance & Bonds	_____
42 Awards & Indemnities	_____
43 Subscription/Memberships	_____
44 Interest	_____
45 Licenses & Taxes	_____
46* Prof. Serv.	\$765,100
47* Advertising	_____
48* Adm. OH (Transfer)	_____
49 Other Charges	\$10,000
<b>TOTAL</b>	<b>\$775,100</b>

**GRAND TOTAL** **\$5,023,880**

## BID TABULATION

**PROJECT:** 23RD STREET SE AREA IMPROVEMENT PROJECT  
WILLMAR, MN

**DATE:** MARCH 28, 2023

**TIME:** 1:00 P.M.

**PROJECT NO.** 0W1.127955 / 2303

**QUEST PROJECT NO.** 8414058

**ENGINEER'S ESTIMATE:** \$2,010,000

BIDDERS	BASE BID
1. Duininck, Inc. Prinsburg, MN	\$1,482,695.09
2. Joe Riley Construction Morris, MN	\$1,501,039.80
3. Knife River Corporation Sauk Rapids, MN	\$1,678,276.40
4. Central Specialties Inc. Alexandria, MN	\$1,831,008.60
5. OMG Midwest Inc. dba Minnesota Paving & Materials Rogers, MN	\$1,846,607.62

**Resolution No.\_\_\_\_\_**

**A RESOLUTION AWARDING PROJECT NO. 2303 TO DUININCK, INC. IN THE AMOUNT OF \$1,482,695.09.**

Motion By:\_\_\_\_\_ Second By:\_\_\_\_\_

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Duininck, Inc. of Prinsburg, MN for Project No. 2303 is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$1,482,695.09.

Dated this 17th day of April, 2023

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

RESOLUTION NO. \_\_\_\_\_  
AS-BID 2023 STREET IMPROVEMENTS BUDGET  
2303 23RD STREET AREA IMPROVEMENT PROJECT  
ESTIMATED TOTAL COST \$1,842,200

\*Budget Amounts are Essential

Dated:

Code

**PERSONNEL SERVICES**

10* Salaries Reg. Employees	_____
11* Overtime Reg. Employees	_____
12* Salaries Temp. Employees	_____
13* Employer Pension Contr.	_____
14* Employer Ins. Contr.	_____
<b>TOTAL</b>	<b>\$0.00</b>

**RECEIVABLES**

Assessments Prop Owners	_____	\$1,125,900
Community Investment /Levy	_____	\$716,300
MSA	_____	
MUC	_____	
WTP	_____	
LOST	_____	
<b>TOTAL</b>		<b>\$1,842,200</b>

**FINANCING**

General	_____	\$1,842,200
MSA	_____	
MUC	_____	
WTP	_____	
LOST	_____	
<b>TOTAL</b>		<b>\$1,842,200</b>

**GRAND TOTAL** **\$1,842,200**

Dated: \_\_\_\_\_

**SUPPLIES**

20* Office Supplies	_____
21* Small Tools	_____
22* Motor Fuels & Lubricants	_____
23* Postage	_____
24 Mtce. of Equipment	_____
25 Mtce. of Structures	_____
26 Mtce. of Other Improvements	_____
27 Subsistence of Persons	_____
28 Cleaning & Waste Removal	_____
29* General Supplies	_____
<b>TOTAL</b>	<b>\$0.00</b>

**OTHER SERVICES**

30 Communications	_____
31* Printing & Publishing	_____
32 Utilities	_____
33* Travel-Conf.-Schools	_____
34 Mtce. of Equipment	_____
35 Mtce. of Structures	_____
36* Mtce. of Other Impr.	\$1,482,700
37 Subsistence of Persons	_____
38 Cleaning & Waste Removal	_____
39* Other Services	\$74,200
<b>TOTAL</b>	<b>\$1,556,900</b>

\_\_\_\_\_  
Mayor

**Attest:**

\_\_\_\_\_  
City Clerk

**OTHER CHARGES**

40 Rents	_____
41* Insurance & Bonds	_____
42 Awards & Indemnities	_____
43 Subscription/Memberships	_____
44 Interest	_____
45 Licenses & Taxes	_____
46* Prof. Serv.	\$280,300
47* Advertising	_____
48* Adm. OH (Transfer)	_____
49 Other Charges	\$5,000
<b>TOTAL</b>	<b>\$285,300</b>

**GRAND TOTAL** **\$1,842,200**

## BID TABULATION

**PROJECT:** BLOCK 22 PARKING & SUNRISE PATH  
AND PARKING IMPROVEMENTS  
WILLMAR, MN

**DATE:** MARCH 28, 2023

**TIME:** 1:30 P.M.

**PROJECT NO.** OW1.127956 / 2304

**QUEST PROJECT NO.** 8413989

**ENGINEER'S ESTIMATE:** \$395,000

BIDDERS		BASE BID
1.	Joe Riley Construction Morris, MN	\$323,580.60
2.	Duininck, Inc. Prinsburg, MN	\$330,416.10
3.	Kraemer Excavating Inc. Cold Spring, MN	\$370,399.50

**Resolution No.\_\_\_\_\_**

**A RESOLUTION AWARDING PROJECT NO. 2304 TO JOE RILEY CONSTRUCTION IN THE AMOUNT OF \$323,580.60**

Motion By:\_\_\_\_\_ Second By:\_\_\_\_\_

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Joe Riley Construction of Morris, MN for Project No. 2304 is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$323,580.60.

Dated this 17th day of April, 2023

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

RESOLUTION NO. \_\_\_\_\_  
AS-BID 2023 STREET IMPROVEMENTS BUDGET  
2304 SUNRISE PATH & BLOCK 22 PARKING LOT IMPROVEMENT PROJECT  
ESTIMATED TOTAL COST \$450,680

\*Budget Amounts are Essential

Dated:

Code

**PERSONNEL SERVICES**

10* Salaries Reg. Employees	_____
11* Overtime Reg. Employees	_____
12* Salaries Temp. Employees	_____
13* Employer Pension Contr.	_____
14* Employer Ins. Contr.	_____
<b>TOTAL</b>	<b>\$0.00</b>

**RECEIVABLES**

Assessments Prop Owners	_____
Community Investment /Levy	\$450,680
MSA	_____
MUC	_____
WTP	_____
LOST	_____
<b>TOTAL</b>	<b>\$450,680</b>

**FINANCING**

General	\$450,680
MSA	_____
MUC	_____
WTP	_____
LOST	_____
<b>TOTAL</b>	<b>\$450,680</b>

**GRAND TOTAL** **\$450,680**

Dated: \_\_\_\_\_

**SUPPLIES**

20* Office Supplies	_____
21* Small Tools	_____
22* Motor Fuels & Lubricants	_____
23* Postage	_____
24 Mtce. of Equipment	_____
25 Mtce. of Structures	_____
26 Mtce. of Other Improvements	_____
27 Subsistence of Persons	_____
28 Cleaning & Waste Removal	_____
29* General Supplies	_____
<b>TOTAL</b>	<b>\$0.00</b>

**OTHER SERVICES**

30 Communications	_____
31* Printing & Publishing	_____
32 Utilities	_____
33* Travel-Conf.-Schools	_____
34 Mtce. of Equipment	_____
35 Mtce. of Structures	_____
36* Mtce. of Other Impr.	\$323,585
37 Subsistence of Persons	_____
38 Cleaning & Waste Removal	_____
39* Other Services	\$16,200
<b>TOTAL</b>	<b>\$339,785</b>

\_\_\_\_\_  
Mayor

**Attest:**

\_\_\_\_\_  
City Clerk

**OTHER CHARGES**

40 Rents	_____
41* Insurance & Bonds	_____
42 Awards & Indemnities	_____
43 Subscription/Memberships	_____
44 Interest	_____
45 Licenses & Taxes	_____
46* Prof. Serv.	\$108,395
47* Advertising	_____
48* Adm. OH (Transfer)	_____
49 Other Charges	\$2,500
<b>TOTAL</b>	<b>\$110,895</b>

**GRAND TOTAL** **\$450,680**





### City Council Action Request

<b>Council Meeting Date:</b>	April 17, 2023	<b>Agenda Item Number:</b>	10.G.
<b>Agenda Section:</b>	Regular Business	<b>Originating Department:</b>	Public Works
<b>Resolution:</b>	Yes	<b>Prepared By:</b>	Kelsi Delbosque, Administrative Assistant
<b>Ordinance:</b>	No	<b>Presented By:</b>	Gary Manzer, Public Works Director
<b>Item:</b>	Award Project No. 2308 Seal Coat		

**RECOMMENDED ACTION:**

Adopt the resolution awarding Project No. 2308 Seal Coat to Asphalt Surface Technologies Corp. in the amount of \$388,804.50.

**OVERVIEW:**

The City requests annual bids for seal coating on various streets identified by Public Works Department in need of repair. Seal coating consists of applying bituminous material, a single layer of aggregate, and a fog seal onto the prepared surface. Bids were opened on March 28th with a completion date of August 31st.

**BUDGETARY/FISCAL ISSUES:**

The Public Works operating budget includes \$70,000 allotted for seal coating. The remaining will be accessed from the City's general levy fund.

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. Resolution- Accept Bid 2308
2. 2023-03-28 129760 (2308) BIDTAB\_Results
3. 2023-02-21 FIGURE SEAL COAT 2023

**Resolution No.\_\_\_\_\_**

**A RESOLUTION AWARDING PROJECT NO. 2308 TO ASPHALT SURFACE TECHNOLOGIES CORP. IN THE AMOUNT  
OF \$388,804.50.**

Motion By:\_\_\_\_\_ Second By:\_\_\_\_\_

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Asphalt Surface Technologies Corp. of St. Cloud, MN for Project No. 2308 is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$388,804.50.

Dated this 17th day of April, 2023

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

## BID TABULATION

**PROJECT:** 2023 SEAL COAT PROJECT  
WILLMAR, MN

**PROJECT NO.** 0W1.129760 / 2308

**DATE:** MARCH 28, 2023

**TIME:** 1:15 P.M.

**QUEST PROJECT NO.** 8414057

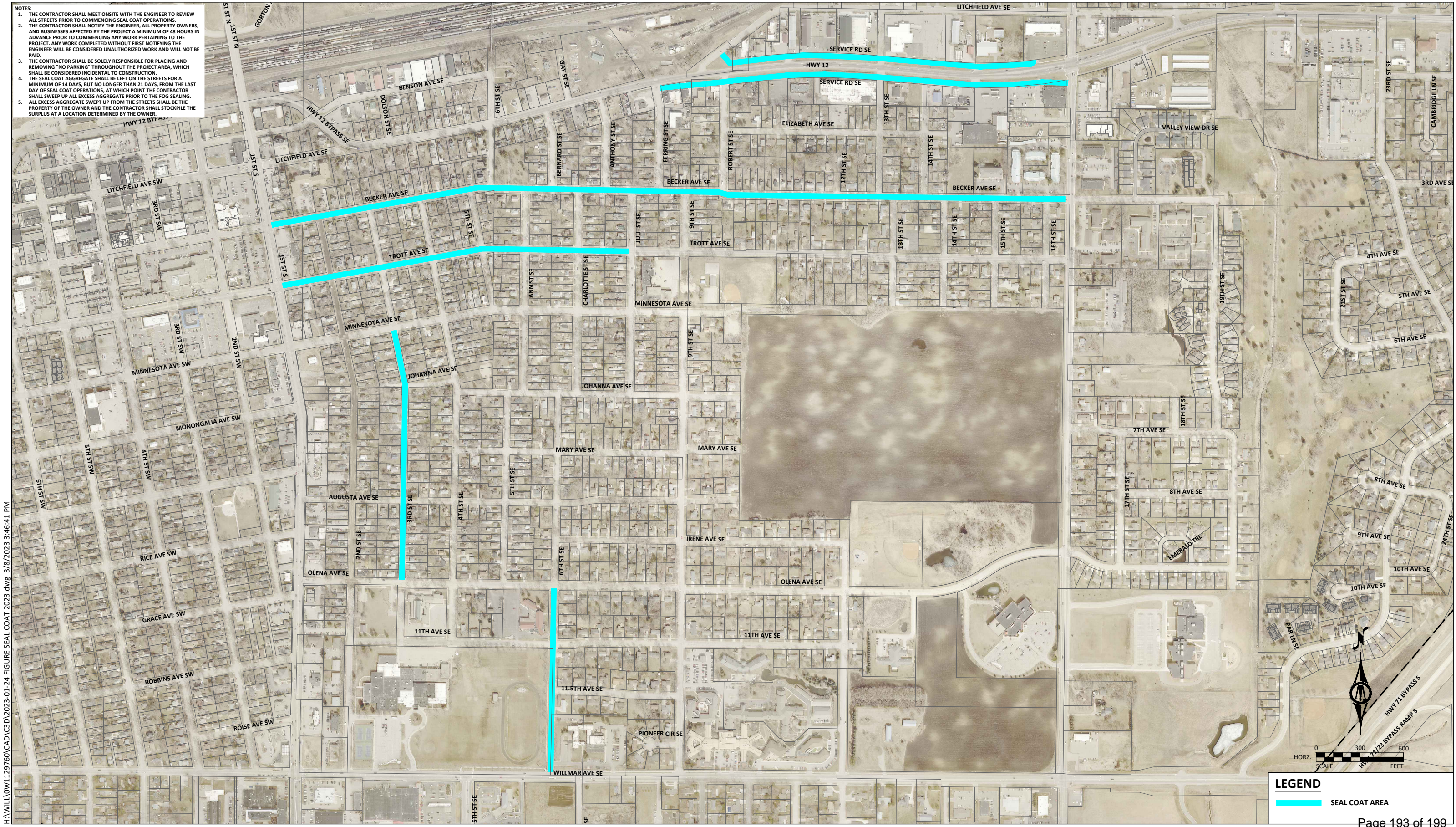
**ENGINEER'S ESTIMATE:** \$420,000

BIDDERS	SCHEDULE A	SCHEDULE B	SCHEDULE C	SCHEDULES A + B	SCHEDULES A + C	SCHEDULES B + C	TOTAL SCHEDULES A + B + C
1. Asphalt Surface Technologies Corp. St. Cloud, MN	\$121,093.50	\$145,667.00	\$122,044.00	\$266,760.50	\$243,137.50	\$267,711.00	\$388,804.50
2. Pearson Bros, Inc. Hanover, MN	\$153,651.33	\$184,832.62	\$154,859.31	\$338,483.95	\$308,510.64	\$339,691.93	\$493,343.26
3. Allied Blacktop Company Maple Grove, MN	\$155,519.69	\$187,079.66	\$156,741.83	\$342,599.35	\$312,261.52	\$343,821.49	\$499,341.18

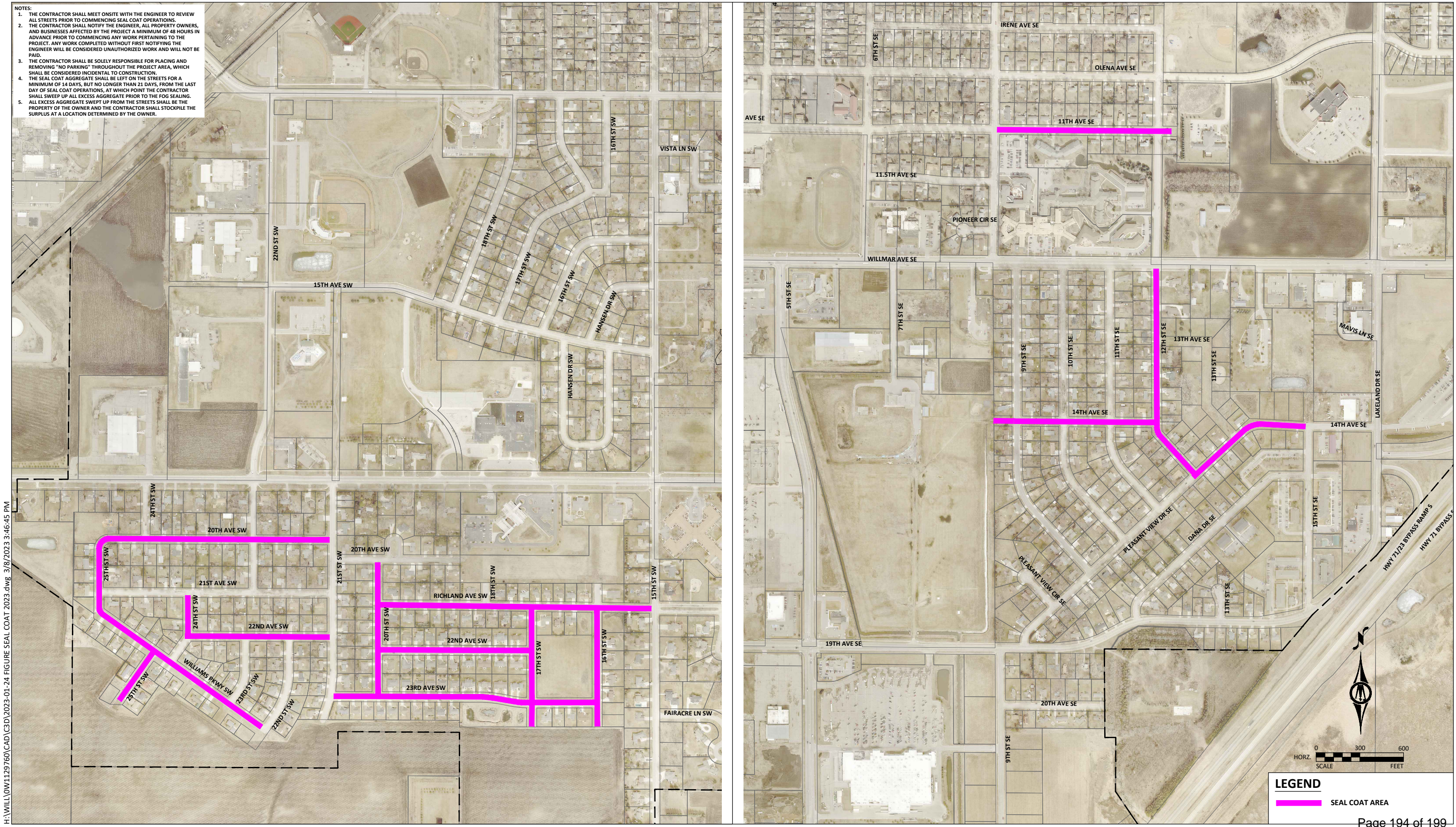




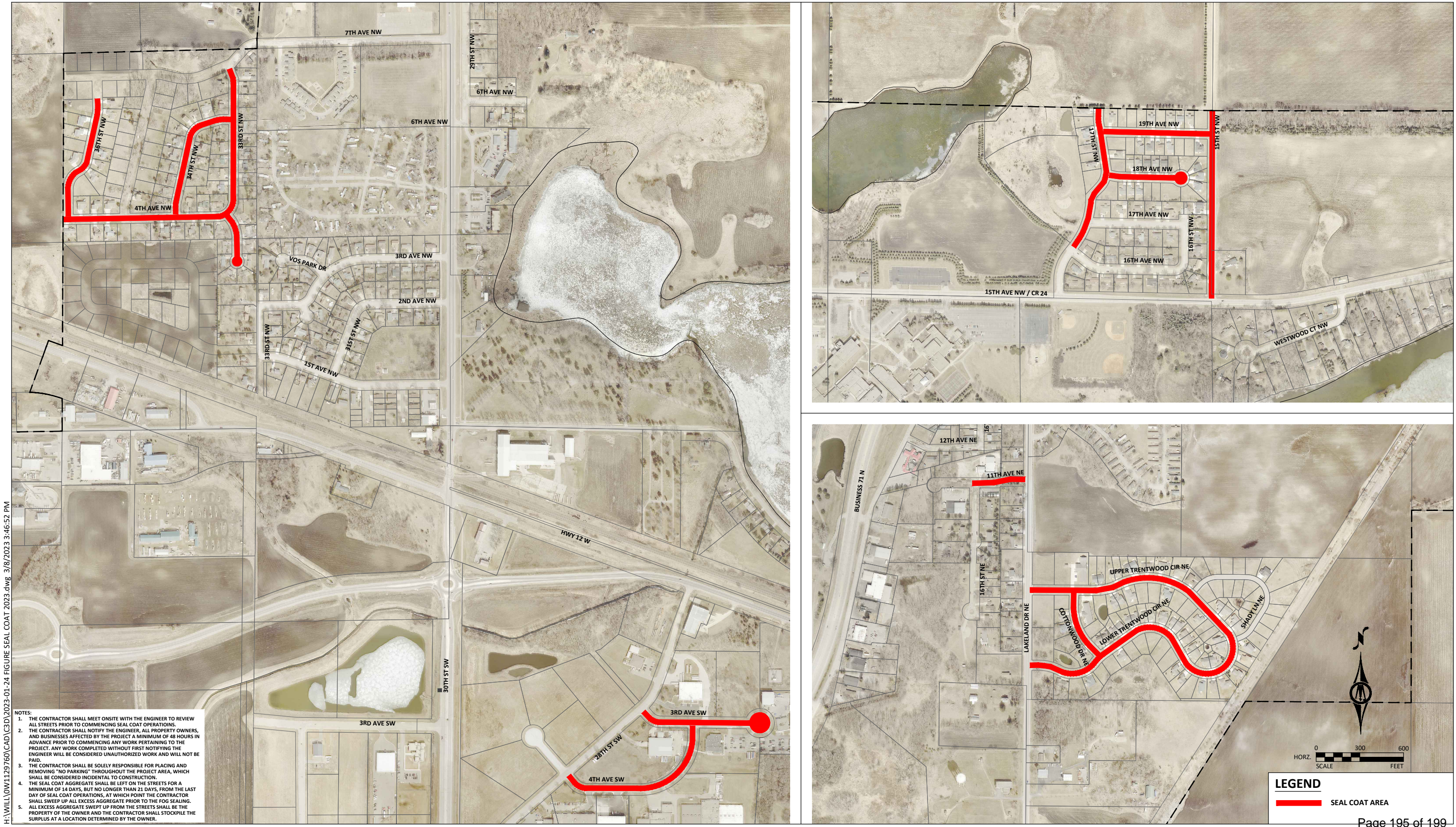
















### City Council Action Request

<b>Council Meeting Date:</b>	April 17, 2023	<b>Agenda Item Number:</b>	10.H.
<b>Agenda Section:</b>	Regular Business	<b>Originating Department:</b>	Planning and Development
<b>Resolution:</b>	No	<b>Prepared By:</b>	Justice Walker, Planning and Development Director
<b>Ordinance:</b>	No	<b>Presented By:</b>	Justice Walker, Planning and Development Director
<b>Item:</b>	Removing Inactive Planning Commissioners		

**RECOMMENDED ACTION:**

Staff is recommending the removal of two inactive planning commissioners Stephanie Carlson & Jasmine Miller.

**OVERVIEW:**

Staff has reached out multiple times to both commissioners with little or no response. These commissioners have more than 3 consecutive unexcused absences. By keeping them on the commission without any communication, it is inflating our quorum and making it difficult to ensure meetings happen.

Pursuant to City Charter Section 4.01, "...If any member of a board or commission fails to attend three (3) consecutive regular meetings of the board or commission, without being excused by the board or commission, the City Council may remove said member by an affirmative vote of five (5) members of the Council. Vacancies shall be filled by the appointing power..."

**BUDGETARY/FISCAL ISSUES:**

None

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

None





### City Council Action Request

<b>Council Meeting Date:</b>	April 17, 2023	<b>Agenda Item Number:</b>	12.A.
<b>Agenda Section:</b>	Adjourn to Closed Session	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	No	<b>Prepared By:</b>	Brittany Searle, Administrative Assistant
<b>Ordinance:</b>	No	<b>Presented By:</b>	Leslie Valiant, City Administrator
<b>Item:</b>	Closed Session Under MN Statute 13D.05 Subd.3 (Parcel ID 95-012-0050)		

**RECOMMENDED ACTION:**

Information Only

**OVERVIEW:**

Council will discuss the following real property in a closed session:

Parcel ID:  
95-012-0050

**BUDGETARY/FISCAL ISSUES:**

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

None



### City Council Action Request

<b>Council Meeting Date:</b>	April 17, 2023	<b>Agenda Item Number:</b>	12.B.
<b>Agenda Section:</b>	Adjourn to Closed Session	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	No	<b>Prepared By:</b>	Brittany Searle, Administrative Assistant
<b>Ordinance:</b>	No	<b>Presented By:</b>	Leslie Valiant, City Administrator
<b>Item:</b>	Closed Session Under MN Statute 13D.05 Subd.3 (Parcel ID 33-875-0030)		

**RECOMMENDED ACTION:**

Information Only

**OVERVIEW:**

Council will discuss the following real property in a closed session:

Parcel ID:  
33-875-0030

**BUDGETARY/FISCAL ISSUES:**

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

None



### City Council Action Request

<b>Council Meeting Date:</b>	April 17, 2023	<b>Agenda Item Number:</b>	12.C.
<b>Agenda Section:</b>	Adjourn to Closed Session	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	No	<b>Prepared By:</b>	Brittany Searle, Administrative Assistant
<b>Ordinance:</b>	No	<b>Presented By:</b>	Aaron Backman
<b>Item:</b>	Closed Session Under MN Statute 13D.05 Subd.3 (Multiple Parcel IDs)		

**RECOMMENDED ACTION:**

Information Only

**OVERVIEW:**

Council will discuss the following real property in a closed session:

Parcel IDs:

95-917-5620

95-917-5630

95-917-5600

95-917-5550

95-917-5510

95-917-5511

95-917-5570

95-917-5800

**BUDGETARY/FISCAL ISSUES:**

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

None